

REQUEST FOR QUALIFICATIONS
FOR
LARGE DIAMETER WASTEWATER INTERCEPTORS
MULTI-SENSOR PILOT PROJECT
CLMP198

ISSUE DATE: APRIL 18, 2016

RESPONSES DUE: MAY 18, 2016

PRIOR TO: 3:00 PM

DELIVER TO:

CAPITAL CONTRACTING OFFICE
CONTRACT PROCUREMENT DIVISION
ATTN: STEVE COCKE

505 BARTON SPRINGS RD., STE
1045-C
AUSTIN, TEXAS 78704



TABLE OF CONTENTS

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

INTRODUCTORY INFORMATION

Announcement Letter

REQUIREMENTS AND GENERAL INFORMATION

Request for Qualifications
Instructions to Consultants
Scope of Services
Evaluation Criteria

MBE/WBE PROCUREMENT PROGRAM PACKET

MBE/WBE No Goals Form
MBE/WBE No Goals Utilization Plan

PROPOSAL FORMS

Form 1 – Prime Firm’s General Information
Form 2 – Affidavit of Authentication
Form 3a – Prime Firm’s EEO Program
Form 3b – Title VI Assurances
Form 4 – Affidavit of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying
Form 5 – Affidavit of Availability
Form 6 – Affidavit of Contract Execution
Form 7 – Experience of Project Manager
Form 8 – Experience of Project Professional
Form 9 – Experience of Project Principal
Form 10 – Prime Firm’s Comparable Project Experience
Form 11 – Major Scopes of Work – Comparable Project Experience

CONTRACT TEMPLATE

ATTACHMENTS

Attachment 1 – Proposed Pilot Areas



City of Austin

Founded by Congress, Republic of Texas, 1839
Capital Contracting Office, PO Box 1088, Austin, Texas 78767 Telephone 512/974-7181

April 18, 2016

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Professional Engineering Services: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project
Solicitation Number: CLMP198

The City of Austin, through Austin Water Utility and its Capital Contracting Office, is requesting statements of qualifications for the selection of a professional engineering firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Wednesday, May 18, 2016**, at 505 Barton Springs Road, Suite 1045-C, Austin, TX 78704. All SOQs not received and stamped prior to the date and time set forth above will not be accepted for consideration. The time stamp clock in the Suite 1045-C Reception Area is the time of record and is verified with www.time.gov, the Official U.S. time. The selection process for this project is anticipated to be completed for City Council action in August 2016.

A pre-response meeting will be held beginning at 3:00 PM, Monday, April 25, 2016, One Texas Center, 505 Barton Springs Road, Austin, TX 78704, Room 325. The purpose of the meeting will be to respond to consultants' questions about the project and the procurement process. Attendance at the meeting is not a requirement for selection; however, meeting minutes will not be issued.

All prime firms and subconsultants must be registered to do business with the City of Austin prior to the contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City of Austin's online Vendor Registration system. Log on to www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

A Request for Statements of Qualifications (RFQ) for these services is available which provides project background and requirements for submittal. For a copy of the RFQ, log on to the City's Vendor Connection at www.austintexas.gov/financeonline/vendor_connection/index.cfm. The complete RFQ packet is located as an attachment under the solicitation CLMP198. The authorized contact persons for this solicitation are Kevin Koeller, Managing Engineer, kevin.koeller@austinwater.com, 512-972-2055, and Steve Cocke, Buyer II, steven.cocke@austintexas.gov, 512-974-7998. Please contact Kevin Koeller for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Steve Cocke, Buyer II
Contract Procurement Division
Capital Contracting Office

cc: Kevin Koeller, Austin Water Utility



REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

The following is a summary of information for this Solicitation. The Consultant is cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for further details.

The City of Austin, through its Capital Contracting Office, is requesting Statements of Qualifications (SOQs) for the selection of engineering services for the above-noted project.

Submittals will be received at 505 Barton Springs Road, Suite 1045-C, Austin, TX 78704, Capital Contracting Office.

**ALL SUBMITTALS ARE DUE ON: May 18, 2016 PRIOR TO 3:00 pm
ATTENTION: Steve Cocke**

ALL SUBMITTALS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in the **Suite 1045-C** Reception Area is the time of record and is verified with www.time.gov, the Official U.S. time. The qualification statement evaluation criteria for this project are included in this packet for your information. The selection process for this project is anticipated to be complete for City Council action in August 2016. Contract execution is anticipated for October 2016.

All prime firms and subconsultants must be registered to do business with the Owner prior to the contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the following link and follow the directions:
https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program (Chapter 2-9-B of the MBE/WBE Ordinance, revised June 15, 2006). The program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) opportunity to participate in all City contracts. Information on achieving the MBE/WBE participation goals or documenting good faith efforts to achieve the goals is contained in the MBE/WBE Procurement Program Package included in this RFQ packet. Entities submitting statements of qualifications are required to complete and return the MBE/WBE Compliance Plan with their response.

The selected consultant will be required to execute a standard City of Austin professional services agreement. A copy of this document is included in this RFQ packet. Prior to contract execution, the selected firm must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, 5-4, § 5-4-2. If the Consultant does not submit a copy of their personnel policy incorporating the non-discrimination policy, the

company will not be in compliance and the City will exercise its option to cease contract negotiations.

The selected consultant shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof:

- Workers' Compensation and Employers' Liability Insurance with coverage consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The minimum policy limits for Employers' Liability Insurance are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The firm's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, form WC 420304.
 - (b) 30 day Notice of Cancellation, form WC 420601.
- Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverage A & B. The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Agreement and all contracts relative to this project.
 - (b) Products/Completed Operations Liability for the duration of the warranty period.
 - (c) If the project involves digging or drilling, Explosion, Collapse, and Underground (XCU) coverage
 - (d) Independent Contractors coverage (Contractors/ Subcontractors work).The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, endorsement CG 2404.
 - (b) 30 day Notice of Cancellation, endorsement CG 0205.
 - (c) Additional Insured, endorsement CG 2010.
- Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, endorsement CA 0444.
 - (b) 30 day Notice of Cancellation, endorsement CA 0244.
 - (c) Additional Insured, endorsement CA 2048.
- Professional Liability Insurance with a minimum limit of \$ 1,000,000 per claim and in aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to estimates, schedules, analyses, reports, surveys, designs or specifications prepared or alleged to have been prepared by the assured. Coverage, including any renewals, shall have a retroactive date coincident with or prior to the date of the Agreement. The consultant shall provide the City of Austin annually

with a certificate of insurance as evidence of such insurance. The policy shall provide for 30 day notice of cancellation in favor of the City of Austin. The consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

Should you have any questions concerning the information included in this RFQ, **please attend a pre-response meeting on Monday, April 25, 2016 at 3:00 pm at the One Texas Center, 505 Barton Springs Road, 3rd floor, Room 325, Austin, Texas.** Attendance at the meeting is not required; however, meeting minutes will not be issued.

Thank you for requesting the RFQ and your interest in the City of Austin. For information about other professional services procurement actions of this office, please visit us at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

AUTHORIZED CONTACT PERSONS

BUYER II: Steve Cocke

Telephone (512) 974-7998

Email steven.cocke@austintexas.gov

PROJECT MANAGER: Kevin Koeller

Telephone (512) 972-2055

Email kevin.koeller@austinwater.com

END



INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

I. Preparation of Response

- a. **Request for Qualifications (RFQ) Response Forms.** Enclosed are the RFQ response forms which are to be completed and returned as part of your firm's response. Please use the enclosed current forms and organize your response in the order in which the forms are presented in the Table of Contents. **Forms may be recreated; however, all requested information must be included.**
- b. **Statement of Qualifications (SOQ):** Please submit **one (1) original, stamped "ORIGINAL" and one (1) electronic copy on CD or flash drive** of the RFQ response. Wherever used, "page" refers to single-sided, single-spaced, 10 point minimum font printed on 8 ½ x 11 inch pages. Sections should be divided by tabs for ease of reference.

Responses sent to the City of Austin are subject to disclosure pursuant to the Public Information Act, Government Code, Chapter 552.

- c. **Disclosure of Proprietary Information.** All materials submitted to OWNER become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Consultant does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. OWNER will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- d. **Further Information.** Information may be secured by contacting the authorized contact persons listed in the RFQ. Persons desiring further information or interpretation of the solicitation requirements shall make a written request for such information to OWNER no later than seven (7) working days before submittal due date and time. Interpretation of Solicitation Documents will be made by Addendum or Clarification and a copy of each document will be emailed to each person to whom has obtained a RFQ packet. The addendum or clarification will also be available through the City's Vendor Connection.
- e. **Anti-Lobbying and Procurement.** Entities submitting statements of qualifications, including their agents and representatives, shall not undertake any activities or actions to promote or advertise their statement of qualifications to any member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations between the statement of qualifications submission date

and award by City Council. Any violation of this provision may result in disqualification of the entity. Entity shall execute by signature the following Entity's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their statement of qualifications. The Affidavit form is Form 4 under Proposal Forms. Article 6, Chapter 2-7, Austin City Code, prohibits lobbying activities or representations by the Consultant between the date that the Request for Qualifications (RFQ) is issued and the date of contract execution. The text of the pertinent City Ordinance may be viewed at the following link:

[http://www.cityofaustin.org/edims/document.cfm?id=161145.](http://www.cityofaustin.org/edims/document.cfm?id=161145)

- f. **Certificate of Interested Parties.** As required by Section 2252.908 of the Texas Government Code, the Consultant who is awarded the contract is required to submit to the OWNER a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution. This form must be completed and printed on the Texas Ethics Commission website and returned to Contract Developer at the time of execution of the contract. Information and instructions on completing the form can be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(1) Definitions

- (A) "Authorized Contact Person" means the Project Manager listed in the Cover Letter of the RFQ, or other persons specifically named and designated in the RFQ as the contact for questions and comments regarding the RFQ.
- (B) "No-Contact Period" means the period of time from the date the RFQ is issued until a contract is executed. If the City withdraws the RFQ or rejects all responses with the stated intention to reissue the same or a similar RFQ for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
- (C) "Response" means a statement of qualifications.
- (D) "Respondent" means a person responding to a City solicitation including a bidder, a quoter, responder, or a proposer. The term "respondent" also includes:
- (i) an owner, board member, officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
 - (ii) a person or representative of a person that is involved in a joint venture with the respondent, or a subconsultant in connection with the respondent's response; and
 - (iii) a respondent who has withdrawn a Response or who has had a Response rejected or disqualified by the City.

- (E) "Representation" means a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:
 - (i) provide information about the Response;
 - (ii) advance the interests of the Respondent;
 - (iii) discredit the Response of any other respondent;
 - (iv) encourage the City to withdraw the RFQ;
 - (v) encourage the City to reject all of the responses;
 - (vi) convey a complaint about a particular response; or
 - (vii) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

(F) "City" means Owner.

(2) Restrictions on Contacts

- (A) During a no-contact period, a Respondent shall make a representation only through the authorized contact person.
- (B) During the no-contact period, a Respondent may not make a representation to a City official or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.
- (C) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a representation initiated by a City official or a City employee other than the Authorized Contact Person.
- (D) If the City withdraws an RFQ or rejects all Responses with a stated intention to reissue the same or similar RFQ for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the RFQ is withdrawn or all Responses are rejected if the RFQ has not been reissued during the 90-day period.
- (E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled
- (F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.
- (G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the

authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representative who may be contacted must be included in the solicitation documents.

- (H) Representation to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.
- (I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.
- (J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

(3) Permitted Representations

- (A) If City seeks additional information from respondent, the Respondent shall submit the representation in writing **only** to the authorized contact person. The contact person will then distribute the written representation in accordance with the terms of the RFQ. A Respondent cannot amend or add information to a Response after the Response deadline.
- (B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. The authorized contact person will then distribute a complaint regarding the process to members of the City Council or members of the City board, to the director of the department that issued the solicitation, and to all respondents of the RFQ. However the director shall not permit distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's sole discretion.
- (C) If a Respondent submits a written inquiry regarding an RFQ, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all Respondents on the RFQ.
- (D) If a Respondent does not receive a response from the authorized contact person, the Respondent may contact the director as appropriate.

- (E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event or where information may be obtained, of a City employee other than the authorized contact person. No suggestions or complaints about the contract process that constitute a representation to a City employee is allowed. A respondent may not ask a procedural question to a Council member, a council member's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

- (F) The Anti-Lobbying ordinance allows representations:
 - (1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;
 - (2) required by protest procedures for vendors;
 - (3) made at a protest hearing;
 - (4) provided to the Small & Minority Business Resources Department in order to obtain compliance with the MBE/WBE Procurement Program Ordinance;
 - (5) made to the City Risk Management coordinator about insurance requirements for a solicitation;
 - (6) made public at a meeting held under the Open Meetings Act; or
 - (7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

- (G) Nothing in the Anti-Lobbying Ordinance prohibits communications regarding the solicitation between or among City official or City employees acting in their official capacity.

- (H) A contribution or expenditure defined in Chapter 2-2 (Campaign Finance) is not a representation.

- (4) Contract Voidable. If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.

- (5) Debarment. If a Respondent has been disqualified under these provisions more than two times in a sixty month period the purchasing officer shall debar the responder from responding for a period not to exceed three years, provided the Respondent is given written notice and a hearing in advance of the debarment.

II. Rejection of Proposals

OWNER reserves the right to reject any or all responses received for this RFQ and to waive any minor informality in any submittal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Consultants).

I. The following **will** cause your firm to be deemed non-responsive:

- Form 2 – Affidavit of Authentication is not included with original signature and notarized.
- Form 3a and 3b – Prime Firm’s EEO Program and Title VI Assurances is not included with original signature certifying firm conforms to City Code 5-4-2.
- The required Key Personnel do not have a current license/registration in the State of Texas at the time of submittal.
- The required Key Personnel are not employed by the prime firm as stated in the evaluation criteria.
- Failure to submit MBE/WBE or DBE Compliance Plan (or other MBE/WBE Procurement Program documents) in accordance with the MBE/WBE Procurement Program Package or DBE Procurement Program Package.
- Failure to have an authorized agent of the Proposer attend the mandatory Pre-Response Meeting, if applicable.
- Statement of Qualifications (SOQs) received from a Proposer who has been debarred or suspended by OWNER’s Purchasing Officer.
- SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.

II. The following **may** cause your firm to be deemed non-responsive:

- Failure to provide a SOQ stamped “ORIGINAL”.
- Failure to provide the correct number of “COPY” SOQs.
- Failure to provide an electronic version on CD or Flash Drive of your complete SOQ.
- Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying is not included with original signature and notarized.
- Form 5 - Affidavit of Availability is not included with original signature and notarized.
- Form 6 – Affidavit of Contract Execution is not included with original signature and notarized.
- Failure to provide a response to one or more of the Consideration Items.
- Response failed to show the prime firm performing the plurality of the services.
- Prime firm and/or subconsultants did not provide the number of projects required for an evaluation criteria item.
- Exceeding the maximum number of page limitations in any of the sections designated.

- Including projects that have not been completed within the specified time period.
- Combining forms.
- Failure to use the current City of Austin forms.
- Failure to acknowledge receipt of Addenda on Form 1 – Prime Firm General Information.
- Listing a subconsultant’s qualifications in the body of the SOQ, yet failing to list the subconsultant on the compliance plan.

III. Release of Information

Under Texas law, information relating to this Solicitation may be kept confidential until a contract has been executed. OWNER shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract execution, except as otherwise required by law.

IV. Award and Execution of Contract

Capital Contracting Director shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by City Manager or his/her designee after award and submission of required documentation by consultant. Contract will not be binding upon OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract. The consultant must adhere to the terms stated in Form 6 – Affidavit of Contract Execution.

Upon contract award, the selected consultant must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, Chapter 5-4, § 5-4-2. If the company does not submit a copy of their personnel policy incorporating the non-discrimination policy, the company will not be in compliance and will not receive a contract award.

V. Protest Procedures

The OWNER’s Capital Contracting Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Capital Contracting Director may dismiss your complaint or protest.

Prior to Solicitation Due Date: If you are a prospective Respondent and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Solicitation is due, you must notify the City in writing, through the authorized contact person, of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Solicitation Due Date.

After Solicitation Due Date: If you submit a response to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

1. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
2. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Solicitation was due. If you know of the facts before that date, you must notify the City as stated above.
3. You must submit your protest in writing, through the authorized contact person, and must include the following information:
 - a. your name, address, telephone, and fax number;
 - b. the solicitation number and the CIP number, if applicable;
 - c. a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
4. Your protest must be concise and presented logically and factually to help with the City's review.
5. When the City receives a timely written protest, the Capital Contracting Director will determine whether the grounds for your protest are sufficient. If the Capital Contracting Director decides that the grounds are sufficient, the Capital Contracting Office will schedule a protest hearing, usually within five (5) working days. If the Capital Contracting Director determines that your grounds are insufficient, you will be notified of that decision in writing.
6. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Law Department, the Capital Contracting Office and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
7. A decision will usually be made within fifteen (15) calendar days after the hearing.
8. The Capital Contracting Director will send you a copy of the hearing decision after the appropriate City staff have reviewed the decision.
9. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Capital Contracting Director determines that:
 - a. The City urgently requires the supplies or services to be purchased, or

b. Failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Capital Contracting Office will notify you and make every effort to resolve your protest before the award.

10. The protest or notice of intent and the protest shall be submitted in writing to the following address:

P.O. Address for U.S. Mail:

City of Austin
ATTN: Director, Capital Contracting Office
P.O. Box 1088
Austin, Texas 78767-0845

PHONE: (512) 974-7181

END

Street Address for Hand Delivery/Courier Service:

City of Austin
ATTN: Director, Capital Contracting Office
505 Barton Springs Road, Suite 1045-A
Austin, Texas 78704



SCOPE OF SERVICES

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

PROJECT FOR:

CITY OF AUSTIN, AUSTIN WATER, THROUGH ITS CAPITAL CONTRACTING OFFICE

PROJECT TITLE:

Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

OBJECTIVES OF THE PROJECT:

Austin Water is requesting that qualified firms submit statements of qualifications for a pilot project to test and evaluate the use of multi-sensor technology in the condition assessment of large diameter sewer lines. A range of diameters, depths, and lengths have been selected and this pilot project will evaluate the use of technology, obtaining data, and incorporation of the results into Austin Water's existing asset management system.

BACKGROUND:

The City of Austin's wastewater collection system consists of approximately 1.2 million linear feet of 24" or larger wastewater mains, roughly 8.5% of the overall collection system. Due to the age and corrosive sewer environment and the use of concrete pipe material, there is a need to perform condition assessment on these large diameter interceptors and tunnels.

In the past few years, there have been significant advances in multi-sensor technology (CCTV, Sonar, and Laser) which have been incorporated into the inspection and assessment of large diameter sanitary sewer lines. This solicitation will be a pilot project to evaluate this new technology in anticipation of future assessments of the large diameter lines in the collection system.

ANTICIPATED SERVICES:

The anticipated services will include civil engineering, project management, investigation, analytical study, field services, coordination, evaluation of historical data, preliminary engineering and other engineering services as necessary for this pilot project. In addition, firms will use multi-sensor equipment to obtain condition assessment of the areas identified in this pilot study. The services should be performed by engineering firms with a significant amount of experience in sewer condition assessment programs. Selected firms should be knowledgeable and experienced in wastewater collection systems, the collection of field data, developing successful programs incorporating existing City systems and implementing additional systems, and developing cost effective and efficient recommendations for addressing system deficiencies.

The selected firm will also be expected to work with the City's project sponsor and project manager.

REQUIRED TASKS:

- **Initial Submittals** – Provide initial submittals, including but not limited to, project work plan and schedule, staffing and equipment plan including proposed resources and equipment, and quality control plan.
- **Review Proposed Pilot Areas** – Review proposed areas for pilot project for applicability and identification of any major issues.
- **Review Existing Data** – Review existing as-built drawings, pipe manufacturer lay sheets, shop drawings and other record information to best estimate as constructed conditions, including original wall thickness.
- **Develop Work Plan** – Prepare work plan, schedule, and Health and Safety Plan for performing multi-sensor assessment on the selected lines. Identify any access or other concerns that could impact sewer assessments.
- **Field Preparation** – Locate manholes in the study area and determine equipment access routes. If clearing is required, it may require permitting from the City's General Permit Office. If work is in the roadway, it may require permitting from the City's Right of Way Office. In addition, frames and covers may need to be removed and replaced to provide access for multi-sensor equipment.
- **Multi-Sensor Assessment** – Using established technology, perform an assessment of the large diameter lines using Multi-Sensor Inspection (Closed Circuit Television Camera (CCTV), Sound Navigation and Ranging (SONAR) and Light Amplification by Stimulated Emission of Radiation (LASER).
- **Review and Evaluation** – Perform a completeness check of all assessments and evaluate structural conditions of the pipeline segments.
- **Incorporate Data** – Incorporate and transfer data to the City's current computerized maintenance management system (Hansen) and the City's TV video inspection footage (Granite XP). The current Hansen nor Granite XP systems will likely not be able to incorporate data from SONAR and LASER. Provide options and recommendations for database management systems to incorporate the additional information from SONAR and LASER investigations.
- **Technical Memorandum** – For each pilot area, provide a Sealed Technical Memorandum documenting CCTV, laser profile, and sonar results along with any defects requiring immediate repairs, including recommendations on proposed repairs, estimated remaining useful life, rehabilitation options, as required, and estimated costs for rehabilitation or replacement.
- **Technical Assistance** – Based upon the results from the pilot studies, provide technical guidance and assistance in developing a City wide multi-sensor technology program for Austin Water including the preparation of an overall project schedule and technical specifications for the multi-sensor work.

PROPOSED AREAS:

Austin Water has identified seven areas for this pilot project. These areas range in diameter and location and are detailed in the table below and Attachment 1 – Proposed Pilot Areas.

| Area | Diameter | | | | | | | | | | Total LF |
|----------|----------|-----|-------|-------|-----|-------|-------|-------|-------|-------|----------|
| | 15" | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 66" | 72" | |
| 1 | | | | 3,111 | | 4,355 | | | | | 7,465 |
| 2 | | | | | | | | | | 6,860 | 6,860 |
| 3 | | | | | | | 180 | 7,435 | | | 7,615 |
| 4 | | | | | | | | | 3,342 | | 3,342 |
| 5 | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | | 7,501 | | | | 7,501 |
| 7 | | | | 3,748 | 336 | 1,072 | | | | | 5,156 |
| Total LF | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |

* The 15" and 18" diameter pipes should be included in the assessment only if equipment is compatible with these sizes.

PROPOSED PROJECT SCHEDULE:

Review of proposed pilot areas and existing data should be completed within 2 months of the Notice to Proceed. It is estimated that developing of a work plan, field preparations, and multi-sensor assessment will take 3 to 6 months to complete. The draft technical memorandum should be submitted within 2 months after the multi-sensor assessment is completed and the final technical memorandum should be submitted within 4 months after the multi-sensor assessment is completed.

PROPOSED PROCUREMENT SCHEDULE

Submittal Due Date: May 18, 2016
 Interviews (if needed): July 6, 2016
 Water & Wastewater Commission: August 10, 2016
 Council: August 18, 2016
 Contract Executed: October 13, 2016

COST ESTIMATE:

The estimated budget for this project shall not exceed \$800,000.

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that the City has identified for this project. ****There must be representation for all major scopes of work listed in the prime's statement of***

qualifications. The experience of the firms listed to perform the Major Scopes of Work, whether a subconsultant or prime firm, will be evaluated under Consideration Item 6 – Major Scopes of Work – Comparable Project Experience.

In addition, the City has identified Other Scopes of work that MAY materialize during the course of the project. The City does not guarantee that the scopes listed under Other Scopes of work will materialize on this contract. If the prime consultant intends to enter into a subconsulting agreement on a scope of work not listed below, the prime consultant is required to contact SMBR and request an updated availability list of certified firms in each of the scopes of work for which the prime consultant intends to utilize a subconsultant.

*** Major Scopes of Work**

**Multi-Sensor Assessment of Large Diameter Wastewater Lines
Evaluation and Interpretation of Multi-Sensor Assessment Data, including Recommendations**

Other Scopes of Work

None

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.
- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase.
- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final.



EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

The following is a description of items to receive consideration in the evaluation of responses for providing professional engineering/architectural/planning services to the City of Austin. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS 100 (plus 15 points for interviews, if conducted). Wherever used, "prime firm" denotes a single firm or a joint venture responding as the prime consultant. Wherever used, "page" refers to single-sided, single spaced, 10-point minimum font printed 8-1/2 x 11-inch pages. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

Limitations on volume of requested information apply equally to single firms and joint ventures regardless of the number of firms partnering in the joint venture. Responses with excess volume or which do not include information for the evaluation of all consideration items may not be thoroughly reviewed or may be rejected as non-responsive.

All prime firms and subconsultants must be registered to do business with the Owner prior to contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the link below and follow the directions: https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm

NOTES:

- ❖ Firms and individuals, who are proposed as staff on this RFQ, must adhere to the requirements of Subchapter A of the Texas Professional Engineering Practice Act regarding the use of the term "engineer". The full text of the Texas Professional Engineering Act may be found at: <http://www.engineers.texas.gov>.
- ❖ Firms and individuals who are proposed as staff on this RFQ, must adhere to the requirements of Subchapter A of the Texas Architecture Practice Act regarding the use of the term "Architect". The full text of the Texas Architecture Practice Act may be found at: <http://www.statutes.legis.state.tx.us/Docs/OC/word/OC.1051.doc>

DEFINITIONS:

The following definitions are meant to assist the prime firm in determining the appropriate key team members for this project. These definitions are not exhaustive and are meant only as a guide.

1. "Completed Project" - The City will consider a project complete when:
 - a) The specified discipline for which you are working has been completed; or,
 - b) All phases or scopes of work have been completed.
2. "Project Manager": The COA defines a project manager as an individual in the prime firm who:
 - ◆ Sets deadlines, assigns responsibilities and monitors and summarizes progress of project.
 - ◆ Has the responsibility of the planning, execution and closing of a project.
 - ◆ Responsible for accomplishing the stated project objectives and deliverables.
 - ◆ Leads project meetings to collect and disseminate information pertaining to the project.
 - ◆ Coordinates the collection and dissemination of information between/within the company and COA.
 - ◆ Manages all aspects of the project, including subconsultants.
3. "Project Principal": The COA defines a project principal as an individual in the prime firm who:
 - ◆ Has executive oversight of projects.

EVALUATION CRITERIA – STAND ALONE

- ◆ Has the authority to remove the PM and/or Project Professional (PE or PA) assigned to this project.
 - ◆ Has the authority to secure additional resources to the project.
4. "Project Professional": The COA defines a project professional as an individual in the prime firm who:
- ◆ Serves as lead Engineer, Architect, Landscape Architect, Planner or other professional on the proposed team who designs and develops project specifications.
 - ◆ Creates, reviews and provides resolution of technical specifications.
 - ◆ Directs other professional activities.
 - ◆ Is responsible for the preparation of probable construction cost estimates.
 - ◆ Has all required licenses, certifications or registrations from the State of Texas at the time of submittal.

CONSIDERATION ITEM 1
MBE/WBE PROCUREMENT PROGRAM

Even though no goals have been established for this solicitation, the Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified.

- No** - Response **will not** be evaluated.
- Yes** - Evaluation of the response will continue.

Attach the following:

- **No Goals Form**
- **No Goals Utilization Plan**
- **If applicable, Letters from subconsultants confirming contact/commitment to the project**

CONSIDERATION ITEM 2
TURNED IN ALL REQUIRED DOCUMENTS

Did respondent turn in the requested documents as required by this Consideration Item and the forms and submittal requirements for all other consideration items?

- No** - Response **will not** be evaluated.
- Yes** - Evaluation of the response will continue.

Respondent must attach the following to Consideration Item 2:

- **Form 1 – Prime Firm General Information**
- **Form 2 – Affidavit of Authentication**
- **Form 3a - Prime Firm's EEO Program**
- **Form 3b - Title VI Assurances**
- **Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying**
- **Form 5 - Affidavit of Availability**
- **Form 6 - Affidavit of Contract Execution**

NOTE: Other forms and submittal documents required in the remaining consideration items should be attached to that respective consideration item.

CONSIDERATION ITEM 3a

TEAM'S STRUCTURE

10 Points Maximum

The City is interested in team's organizational structure. Identify project leadership, reporting responsibilities, how prime firm will interface with City's project sponsor and project manager, and how subconsultants will work within the team structure. Describe the roles of the key individuals proposed to work on this project.

The team structure should include discipline experts required to perform multi-sensor condition assessment of the areas selected in the pilot project. The team shall include a professional staff of civil engineers and professionals with experience in similar multi-sensor projects and condition assessment of sewers.

- **Provide an organizational chart and brief narrative. The total number of pages should not exceed five (5) pages. Indicate activities, responsibilities and key personnel on the organizational chart. Organizational chart may be submitted on 11 x 17 paper. Response should align with team's proposed MBE/WBE Compliance Plan provided in Consideration Item 1 above.**

CONSIDERATION ITEM 3b

TEAM'S PROJECT APPROACH

20 Points Maximum

The City is interested in your team's overall understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues and include statements describing how the team will address multi-sensor condition assessment.

Review the proposed pilot study areas and reference issues encountered on similarly scoped projects. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the City's appointed representatives. Please describe the major subconsultants' placement in the overall approach to the project.

- **Provide a narrative not to exceed seven (7) pages.**

CONSIDERATION ITEM 4

EXPERIENCE OF PROJECT MANAGER, PROJECT PROFESSIONAL, AND PROJECT PRINCIPAL (past 10 Years)

20 Points Maximum

(Project Manager – 10 points; Project Professional – 6 points; Project Principal – 4 points)

The City is interested in the experience of the Project Manager, Project Professional, and Project Principal which demonstrates history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. Points will be awarded as indicated above. The Project Principal should have at least 10 years of experience in water and wastewater projects with experience in the evaluation and rehabilitation of sewers. The Project Manager should have at least 10 years of experience managing projects with similar scope and levels of complexity with at least two major wastewater collection system projects completed within the past 5 years. The Project Professional should have at least 5 years of experience in water and wastewater projects with at least two multi-sensor projects consisting of over 250,000 LF completed within the past 5 years. Only one individual per job responsibility should be designated. The prime consultant must employ the Project Manager, Project Professional, and Project Principal. The Project Manager, Project Professional, and Project Principal may be the same individual. The Project Principal, Project Manager and Project Professional must be licensed as a professional engineer in the State of Texas at the time of submittal.

Points will be awarded as indicated above. Only one individual per job responsibility should be designated. List three (3) projects for each role meeting these criteria which have been completed in the past five (5) years for each individual.

- **Complete Form 7 – Experience of Project Manager. Please provide no more than one (1) page per project.**
- **Complete Form 8 – Experience of Project Professional. Please provide no more than one (1) page per project.**
- **Complete Form 9 – Experience of Project Principal. Please provide no more than one (1) page per project.**
- **Attach a resume of no more than two (2) pages for each individual.**

CONSIDERATION ITEM 5

PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 10 years)

15 points maximum

The City is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List three (3) projects

meeting these criteria which have been completed in the past ten (10) years. Include projects that identify experience in the evaluation and interpretation of Multi-Sensor Assessment Data, including recommendations.

In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

- **Provide a narrative not to exceed one (1) page. Complete Form 10 and provide no more than one (1) page per project.**

CONSIDERATION ITEM 6

MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE (past 10 years)

15 points maximum

The City has identified Major Scopes of Work to be provided for this project, which are included in the Scope of Services. Each scope of work can be accomplished through subcontracting other firms or utilizing the prime firm. The City is interested in the history and success of the firm proposed to perform the scope of work (subconsultant or prime), with projects of similar programs, budgets, and/or clients as the areas identified. List three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past ten (10) years. In addition, City may consider history of firms in complying with project programs, schedules, and budgets based on previous City projects. If more than one firm is listed for a particular Major Scope of Work, the City expects the work will be divided evenly among them. If more than one firm is listed for a particular Major Scope of Work, list three (3) projects per firm per scope of work. Provide no more than one page per firm per scope.

- **Complete Form 11 for each Major Scope of Work listed in the Scope of Services. Provide no more than one page per opportunity. All major subconsultants listed in this item must also be included in your MBE/WBE compliance plan.**

CONSIDERATION ITEM 7

TEAM'S EXPERIENCE WITH AUSTIN ISSUES

10 Points Maximum

The City is interested in team's (including subconsultants) experience with Austin issues, as may be evidenced by work in the Austin area during the past five (5) years. Briefly describe experience in the following areas and reference projects relating to that experience:

- ◆ City of Austin site development and/or building permit requirements,
- ◆ Austin area construction in the public right-of-way,

- ◆ Austin area construction costs and practices,
 - ◆ Austin environmental community, conditions and constraints,
 - ◆ Familiarity with local, regional, and state institutional and regulatory requirements for wastewater collection systems,
 - ◆ Public awareness and involvement in project development in the Austin area, and
 - ◆ Responsiveness due to proximity of projects to local office.
- Provide a brief narrative of no more than four (4) pages.

CONSIDERATION ITEM 8

CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM (past 5 years)

10 Points Maximum

The City will consider the history of the firm in complying with project programs, schedules, and budgets on previous City of Austin projects within the last five (5) years. Firms with previous projects with the City of Austin and have had no issues will receive 10 points. Points will be deducted if the City has had negative experience with the prime firm's performance on City projects. Deductions are based on Consultant Evaluations completed by Project Managers at the end of each phase of the project.

Specific consideration items by phase may include:

- ◆ Timely completion of projects and timeliness of performance per PSA and authorized amendments,
- ◆ Timely, accurate, and complete payment applications and payments to subconsultants,
- ◆ Deliverables met criteria established in contract / resolution of significant issues in writing,
- ◆ Compliance with City ordinances on substitution/addition/deletion of subconsultants,
- ◆ Compliance with Minority and Women-Owned Business Procurement Program,
- ◆ Compliance with City standards, including regulatory compliance and permitting requirements,
- ◆ Conformance to City budget/cost requirements,
 - Preliminary, Design, and Bid/Award - estimates were within Fixed Construction Budget,
 - Construction - dollar value of change orders were $\leq 5\%$ of construction contract amount, and
- ◆ Quality of work performed.

Firms who have had no previous projects with the City of Austin will receive a score equal to the average of all *engineering* firms in the data base with previous City projects.

CONSIDERATION ITEM 9
INTERVIEWS (OPTIONAL)
15 Points Maximum

The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. Staff intends to use the following guidelines for the optional interview process:

- ◆ The point difference between the first and second ranked firm is less than three points,
- ◆ The number of firms interviewed will depend on the closeness of the scores following evaluation of the written proposals,
- ◆ Staff will consider significant gaps in point separation between the top ranked firms in determining the number of firms to be interviewed.,
- ◆ Only firms that are considered qualified to perform the work, on the basis of their written proposal, will be invited for interviews,
- ◆ No more than five firms will be interviewed,
- ◆ Staff may conduct interviews in other cases where staff believes it is in the best interest of the City, and
- ◆ The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

CITY OF AUSTIN



“NO GOALS” UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

Solicitation Number: CLMP198

Date: April 18, 2016

(Revised March 2009)

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: CLMP198

PROJECT NAME: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

| | | | |
|-------------------------------|----------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------|
| Name of Contractor/Consultant | | | |
| Address | | | |
| City, State Zip | | | |
| Phone | | Fax Number | |
| Name of Contact Person | | | |
| Is company City certified? | Yes <input type="checkbox"/> No <input type="checkbox"/> | MBE <input type="checkbox"/> WBE <input type="checkbox"/> | MBE/WBE Joint Venture <input type="checkbox"/> |

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

| | |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Sub-Contractor/Consultant | |
| City of Austin Certified | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |

| | |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Sub-Contractor/Consultant | |
| City of Austin Certified | MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



FORM 1
Prime Firm General Information

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

| | |
|-------------------------------------------------------------------------------------------------------------|--|
| Firm Legal Name: (MUST MATCH VENDOR REGISTRATION AND BE THE EXACT LEGAL NAME) | |
| Firm Address: | |
| Headquarter Address if parent company address is different than firm address listed: | |
| Telephone number: | |
| Federal Tax ID Number: | |
| Contact Person (Person City should contact for questions with submittal): | |
| COA Vendor Registration Number: | |
| Address of contact person: | |
| Phone number of contract person: | |
| E-mail Address of contact person: | |
| Year of Firm's Registration with the State of Texas | |
| Firm's Engineering/Architectural Registration Number: | |
| <i>If submitting as a joint venture, the following information is required for each joint venture firm.</i> | |

| | |
|--------------------------------------------|--|
| Firm 1 Legal Name | |
| Participating Firms Percentage of Control: | |
| Number of Years in Business: | |
| Organization Type: | |
| Date of Organization (MM/YYYY): | |
| Date of Predecessor Organization: | |

Add Additional Joint Venture Firm

**Office Personnel
List of Principals and Titles:**

| | |
|-------------------|--|
| Name of Principal | |
| Title | |
| | |

| | |
|----------------------------------------------|--|
| Personnel Other Than Principals | |
| Total number of employees in firm | |
| Number of registered Environmental Engineers | |
| Number of Registered Civil Engineers | |
| Number of other Registered Engineers | |
| Number of other Professionals | |
| Number of Support Personnel | |

| | | |
|----------------------------------------------------------|-----------------------------|--------------------------------|
| Insurance Information | | |
| Worker's Compensation and Employers' Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes, please state limits. |
| Commercial General Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |
| Business Automobile Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |
| Professional Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |

SUBCONSULTANT INFORMATION

Complete the MBE/WBE Compliance Plan in the MBE/WBE Procurement Program package. All subconsultant recommendations will be subject to approval by the City. If for any reason an MBE or WBE subconsultant must be replaced, the prime consultant firm will be required to make good faith efforts to replace with another MBE or WBE.

Attach a letter from each subconsultant on the proposed team, confirming that they have been contacted and are prepared to provide services for the project.

| | | | |
|----------------------------------------------------------------|------|-------------|----------------------|
| The undersigned acknowledges receipt of the following addenda: | | | |
| Addendum No. | Date | Received By | |
| | | | Add another addendum |

OTHER CONSIDERATIONS

Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.

| |
|--|
| |
|--|



FORM 2
AFFIDAVIT OF AUTHENTICATION

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

Entities submitting qualification statements shall provide authentication that the electronic version (CD or flash drive) of the Statement of Qualifications is an exact duplicate of the 'Original' hard copy submittal. The City of Austin is not responsible for discrepancies between the submitting firm's electronic version and 'Original' hard copy submittal. The City of Austin reserves the right to use the electronic version as an 'Original'.

I hereby certify that the electronic version of the Statement of Qualifications submitted is an exact duplicate of the 'Original' hard copy. I understand if there are discrepancies between the hard copy 'Original' and the electronic version, we may be deemed non-responsive.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

END



FORM 3A - PRIME FIRM'S EEO PROGRAM

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

City of Austin, Texas

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2, and the City's Non-Retaliation Policy as reiterated below:

- A. **Chapter 5-4. Discrimination in Employment by City Contractors, Section 4-2:** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory or retaliation employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

B. Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy:

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

- (1) *As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*
- (2) *The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*
- (3) *The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.*

Further, employees who experience discrimination, retaliation, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

C. Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

D. Term:

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
Authorized _____
Signature _____
Title _____

END



FORM 3B - APPENDIX A OF TITLE VI ASSURANCES

Solicitation Number : CLMP198

Project Name : Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States. (DOT 1050.2, 08/24/71)

Signature:

Printed Name:

Title:

Company:

Date:

END



FORM 4
AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND
ANTI-LOBBYING

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot



State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Responder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **“Respondent”**, as used herein, includes the individual or business entity submitting the response and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Respondent, and anyone or any entity acting for or on behalf of the Respondent, including a subconsultant in connection with this response.

The terms **“City”** and **“Owner”** are synonymous.

- 1. Anti-Collusion Statement.** The Respondent has not and will not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, respondent or potential respondent to the amount of this response or the terms or conditions of this response.
 - b. paid or agreed to pay any other person, firm, corporation, respondent or potential respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached response or the response of any other respondent.
- 2. Preparation of Invitation for Response and Contract Documents .** The Respondent has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying response or contract documents. In addition, the Respondent has not otherwise participated in the preparation or development of the underlying response or contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all respondents, so as to have an unfair advantage over other respondents, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Respondent has not participated in the evaluation of responses or proposals or other decision making process for this solicitation, and, if Respondent is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Respondent, who may have been

involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Respondent may have provided relevant product or process information to a contractor or another consultant in the normal course of its business.

4. **Present Knowledge.** Respondent is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Respondent to obtain an advantage over other Respondents or would prevent Respondent from advancing the best interests of OWNER in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Respondent is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Respondent:
 - a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer or family member receiving taxable income;
 - b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Respondent.

As required by Chapter 176, Respondent must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Response, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying Ordinance.** As set forth in Attachment 2 of the solicitation documents, between the date that the Invitation for Response was issued and the date of full execution of the Contract, Respondent has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation, except as permitted by the Ordinance

If the Respondent cannot affirmatively swear and subscribe to the forgoing statements, the Respondent shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature _____ Date:

Printed Name:

Title:

Firm/Entity:

Subscribed and sworn to before me this ____ day of _____, 20__.

_____ My Commission Expires _____
Notary Public

RESPONDENT'S EXPLANATION:

Include the entire Affidavit, Pages 1 – 3.

END



FORM 5 AFFIDAVIT OF AVAILABILITY

Solicitation Number: CLMP198

Project Name Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

Entities submitting qualification statements, including prime firms and subconsultants, shall have adequate current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. The prime firm and subconsultants must commit that staff proposed in this submittal will be available to perform the proposed work within the anticipated project schedule.

In addition, prime firms who list individuals in Consideration Item 4 - Experience of Key Personnel must commit that those individuals are indeed employed by the prime firm and are not contracted employees. Prime firms who use an affiliated firm to hire staff on behalf of the prime firm must inform the City of this fact in its executive summary and explain the affiliated relationship involved between the two firms.

I hereby certify that our staff and the staff of our subconsultants proposed in this submittal are available to perform the proposed work in a competent and efficient manner. In the event an individual proposed in this submittal is not available, I understand that after contract award we will be required to submit a change request with an individual equally or more qualified, which is subject to review and approval by the City. In the event the City does not approve the change request, I understand our firm will no longer be awarded the contract.

I hereby certify that the individuals listed in Consideration Item 4 - Experience of Key Personnel are employed by the prime firm and are not contracted employees.

Signature:

Date:

Printed Name:

Title:

Firm/Entity Name:

Subscribed and sworn to before me
this

day of

,20

My Commission Expires

Notary Public

END



**FORM 6
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number:CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot

Entities submitting qualification statements shall be prepared to be responsive to City staff following Council award in providing documents required for contract execution, including but not limited to insurance, corporate resolution, hourly rate information and non-discrimination policy. The prime firm must commit to meeting schedules and deadlines set by City staff in order to execute the contract in a timely manner. We anticipate contract execution on or before October 2016.

I hereby certify that following Council award, our firm will be responsive to City staff in submitting the required documents by the deadlines set forth by City staff. I understand that if we do not meet this requirement, contract negotiations will cease. I also understand if we do not submit this completed form with our Statement of Qualifications, we may be deemed non-responsive.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

END



**FORM 7
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

| | |
|------------------------------|--|
| Firm Name: | |
| *Name of Project Manager: | |
| Current Years of Experience: | |
| Registration Number: | |
| Year of Registration: | |

***[If licensed, list name as shown on registration with Texas Board of Professional Engineers (TBPE) or Texas Board of Architectural Examiners (TBAE)]**

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|------------------------------------------------|--|
| Project Name/Location: | |
| Firm Name Work Performed Under: | |
| Year Completed: | |
| Construction Cost: | |
| Name of Client/Owner's Representative: | |
| Title of Client/Owner's Representative | |
| Address of Client/Owner's Representative: | |
| Phone number of Client/Owner's Representative: | |
| Project Description: | |
| Work performed by Individual: | |
| Add Another Project | |



**FORM 8
EXPERIENCE OF PROJECT PROFESSIONAL**

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

| | |
|------------------------------|--|
| Firm Name: | |
| *Name of Project Engineer | |
| Current Years of Experience: | |
| Registration Number: | |
| Year of Registration: | |

***[List name as shown on registration with Texas Board of Professional Engineers (TBPE) or Texas Board of Architectural Examiners (TBAE)]**

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|------------------------------------------------|--|
| Project Name/Location: | |
| Firm Name Work Performed Under: | |
| Year Completed: | |
| Construction Cost: | |
| Name of Client/Owner's Representative: | |
| Title of Client/Owner's Representative: | |
| Address of Client/Owner's Representative: | |
| Phone number of Client/Owner's Representative: | |
| Project Description: | |
| Work performed by Individual: | |
| Add Another Project | |



**FORM 9
EXPERIENCE OF PROJECT PRINCIPAL**

Solicitation Number:CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

| | |
|-----------------------------|--|
| Firm Name: | |
| Project Principal | |
| Current Years of Experience | |

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|------------------------------------------------|--|
| Project Name/Location: | |
| Firm Name Work Performed Under: | |
| Year Completed: | |
| Construction Cost: | |
| Name of Client/Owner's Representative: | |
| Title of Client/Owner's Representative: | |
| Address of Client/Owner's Representative: | |
| Phone number of Client/Owner's Representative: | |
| Project Description: | |
| Work performed by Project Principal: | |
| Add Another Project | |



FORM 10
PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

Firm Name:

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|----------------------------------|--|
| Project 1 | |
| Project Name/Location: | |
| Date Completed: Month/Year: | |
| Client or Owner's Representative | |
| Construction Cost: | |
| Project Description: | |
| Services Provided: | |
| Add Another Project | |



FORM 11

MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP198

Project Name: Large Diameter Wastewater Interceptors Multi-Sensor Pilot Project

| | |
|----------------|--|
| Scope of Work: | |
| Firm Name: | |

(The following information is required for each project. Provide no more than one page per scope of work per firm. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|------------------------------------------|--|
| Project 1 | |
| Project Name/Location: | |
| Date Completed: Month/Year: | |
| Name of Client or Owner's Representative | |
| Construction Cost: | |
| Project Description: | |
| Services Provided: | |
| Add Another Project | |

PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT

General Conditions Table of Contents

| | | |
|------------|--------------------------------------|----|
| SECTION 1 | CONSULTANT'S RESPONSIBILITIES | 2 |
| SECTION 2 | OWNER'S RESPONSIBILITIES..... | 4 |
| SECTION 3 | FIXED CONSTRUCTION BUDGET | 5 |
| SECTION 4 | RESOURCE ALLOCATION PLAN (RAP) | 6 |
| SECTION 5 | COMPENSATION | 7 |
| SECTION 6 | INSURANCE REQUIREMENTS | 11 |
| SECTION 7 | TERMINATION OF AGREEMENT | 13 |
| SECTION 8 | OWNER REMEDIES | 14 |
| SECTION 9 | CONSULTANT REMEDIES | 15 |
| SECTION 10 | DISPUTE RESOLUTION..... | 16 |
| SECTION 11 | MISCELLANEOUS PROVISIONS..... | 17 |

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.0 General

The CONSULTANT will serve as the OWNER'S professional consultant in those phases of the PROJECT as stated in the **Supplemental Terms and Conditions of this AGREEMENT**, and will consult and advise the OWNER during the performance of the CONSULTANT's services. The OWNER agrees to compensate the CONSULTANT for those services in accordance with Section 5. CONSULTANT shall report to OWNER's designated PROJECT Manager as defined in subparagraph 11.7.1.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

1.1 Performance of Services

The CONSULTANT will perform services under this AGREEMENT with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

1.1.1 The CONSULTANT's employees and the CONSULTANT's associated subconsultants to be used in the performance of PROJECT professional services (as described in subsection 1.4) are identified in Attachment 2. The CONSULTANT must disclose any potential conflict of interest relating to the CONSULTANT, the CONSULTANT's employees, a subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination under subsection 7.5 of this AGREEMENT by the OWNER.

1.1.2 The person identified as PROJECT manager by the CONSULTANT, identified in Attachment 2, must be employed by the CONSULTANT.

1.1.3 The CONSULTANT is registered to do business with the OWNER and is responsible for ensuring that all subconsultants are registered as vendors with the City of Austin. All subconsultants have been registered with the OWNER prior to execution of this AGREEMENT.

1.1.4 The CONSULTANT agrees not to modify any subconsultant's design after subconsultant's seal has been affixed except with written consent of the subconsultant. The CONSULTANT is fully responsible for the subconsultants' performance and obligations under this AGREEMENT.

1.1.5 The CONSULTANT's key employees and the CONSULTANT's associated subconsultants to be employed in the performance of the PROJECT professional services, shall not be changed except with the OWNER's prior written approval, which will not be unreasonably withheld.

1.1.6 The CONSULTANT shall obtain OWNER's written approval prior to terminating, adding or substituting subconsultants. In the event that the CONSULTANT proposes to add, substitute, or terminate an identified "Minority-Owned Business Enterprise" (MBE) or a "Women-Owned Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the CONSULTANT shall comply with the City of Austin MBE/WBE Procurement Program: Professional Services, Chapter 2-9B, Austin City Code and the goals established in the PROJECT solicitation. If the CONSULTANT is unable to substitute a subconsultant firm in compliance with the Austin City Code, the CONSULTANT shall provide OWNER with written documentation of their good faith efforts to acquire the services of a MBE/WBE replacement firm. All requests to change the CONSULTANT's MBE/WBE Compliance Plan must include documentation to support the request.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

1.1.7 If the OWNER notifies the CONSULTANT that a member of the CONSULTANT's team, including subconsultants, is incompetent, disorderly, abusive, or disobedient, or has knowingly or repeatedly violated any federal, state, or local law, the CONSULTANT shall immediately remove any such person from performing work on the PROJECT. The OWNER's prior written consent must be obtained before any such person may be reinstated. Replacement of any subconsultant removed from the PROJECT must be in accordance with paragraph 1.1.6. The OWNER may report any breaches of professional codes of ethics to the appropriate licensing board.

1.1.8 The CONSULTANT will attend and draft complete minutes of each PROJECT design and construction meeting between CONSULTANT and OWNER and/or CONSULTANT and other agencies, and submit them to OWNER for approval within seven (7) calendar days after each PROJECT conference.

1.1.9 The CONSULTANT shall prepare and submit all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City of Austin to utility companies and providers and governmental authorities having jurisdiction over the PROJECT and shall obtain all approvals and all development and building permits necessary to complete the PROJECT in accordance with the PROJECT Resource Allocation Plan (RAP) described in Section 4, or as otherwise specified by OWNER. Development and permitting fees may be paid for in one of the following methods as mutually agreed:

- (a) Paid by CONSULTANT and billed to OWNER as a reimbursable or
- (b) Payment coordinated through the OWNER using an internal payment transfer document.

1.1.10 The CONSULTANT agrees to attend and make presentations, as specified in the attached scope of services (Attachment 5) as Basic Services, including (i) Board and Commission meetings, (ii) public meetings, and (iii) internal City of Austin meetings. Any other presentations required by OWNER will be considered Additional Services in accordance with Paragraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT** and paid for in accordance with Paragraph 5.1.3.

1.1.11 The CONSULTANT shall not knowingly specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's prior written approval. For materials specified on the basis of performance criteria, the CONSULTANT shall include a requirement in the specifications effectively stating that "Asbestos containing materials or lead-based paint are prohibited from being used in the project." When a specific product is specified, the CONSULTANT shall make best efforts to verify that the product does not include asbestos containing material. The CONSULTANT agrees to execute a Statement of Non-Inclusion of Asbestos Containing Material, on a form provided by OWNER, both prior to design and upon completion of the Construction Documents Phase.

1.1.12 The CONSULTANT shall prohibit discrimination in employment based upon race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age, in compliance with Chapter 5-4-2, Austin City Code. A copy of the CONSULTANT's non-discrimination policy has been provided prior to execution of this AGREEMENT.

1.2 Laboratory Services

If laboratory services are provided for the PROJECT by the CONSULTANT or its subconsultant(s) through this AGREEMENT, these services must be performed by a properly accredited laboratory. The CONSULTANT will provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

1.3. Quality Control Plan (QCP)

1.3.1 The CONSULTANT agrees to perform quality assurance-quality control/ constructability reviews in accordance with the CONSULTANT's approved Quality Control Plan (QCP) work plan described in Attachment 3, that is incorporated by reference and which includes any subsequent revisions approved by OWNER. The QCP is to be submitted to the OWNER for approval within fourteen (14) calendar days after the OWNER's issuance of a Notice to Proceed to the CONSULTANT. In addition to providing the reports required by the QCP, the CONSULTANT agrees to address any QCP comments from the OWNER and provide resolution to the OWNER's satisfaction. In the event the OWNER retains a separate consultant to perform additional QCP services for the OWNER, the CONSULTANT will provide all necessary information to the OWNER, address any comments from the OWNER's consultant, and provide resolution to the OWNER's satisfaction. The CONSULTANT shall include this language in all its subconsultant contracts to ensure subconsultants understand their responsibility for complying with the OWNER's or OWNER's consultant's QCP requirements.

1.3.2 The QCP reviews will be performed by a staff member of the CONSULTANT not involved in day-to-day PROJECT tasks. If the CONSULTANT does not have the internal staff capacity to provide for this independent review, the CONSULTANT must include a QCP subconsultant on the PROJECT team. The person performing the QCP reviews shall certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP.

1.3.3 The CONSULTANT will perform QCP reviews at intervals during the design phase, specified in the QCP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the PROJECT scope. Based on the findings of the QCP reviews, the CONSULTANT must reconcile the project scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

1.3.4 The CONSULTANT will perform constructability reviews, using persons with construction experience, at appropriate intervals, during the design phase, specified in the QCP to ensure that the PROJECT is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the CONSULTANT shall redesign the PROJECT, as required, to conform to the Fixed Construction Budget as described in Section 3.3. The CONSULTANT will provide interim construction estimates to verify that the PROJECT is within the Fixed Construction Budget as further described in the phase descriptions in the **Supplemental Terms and Conditions of this AGREEMENT**.

1.3.5 Acceptance and/or approval of the CONSULTANT's QCP documentation by the OWNER do not constitute a release of the responsibilities and liability of the CONSULTANT for the accuracy and competency of its QCP reviews and final construction documents.

1.4 Basic Services

The CONSULTANT will, in the scope of their work and in conformance with the approved PROJECT Resource Allocation Plan (RAP), perform the basic services described in 1.4.1 et seq of the **Supplemental Terms and Conditions of this AGREEMENT**. These basic services shall be provided in phases and/or parts only as authorized by the OWNER (in subsequent written Supplemental Amendments to proceed).

SECTION 2 - OWNER'S RESPONSIBILITIES

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

2.1 The OWNER will:

2.1.1 Provide its requirements for the PROJECT.

2.1.2 Designate the OWNER's Project Manager.

2.1.3 Provide a "Fixed Construction Budget for the PROJECT" as defined in subsection 3.1 prior to negotiation of this AGREEMENT.

2.1.4 Assist CONSULTANT by placing at their disposal readily available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of the PROJECT.

2.1.5 Assist CONSULTANT in gaining entry to public property and private property, only when necessary, as may be required by the CONSULTANT in the performance of their services under this AGREEMENT.

2.1.6 Review and provide written comments on documents and questions presented by the CONSULTANT and render decisions pertaining thereto within seven (7) calendar days. The OWNER will review and provide written comments on periodic plan and specifications submittals within fourteen (14) calendar days. OWNER shall immediately notify CONSULTANT if additional time is needed.

2.1.7 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the CONSULTANT's work product or services.

2.1.8 Direct CONSULTANT, by way of written Supplemental Amendment to this AGREEMENT (see Subsection 4.2), to provide any necessary Additional Services beyond those authorized in the approved PROJECT RAP or as stipulated in the **Supplemental Terms and Conditions of this AGREEMENT**.

SECTION 3 - FIXED CONSTRUCTION BUDGET

3.1 The "Fixed Construction Budget" means the amount allocated by OWNER for the PROJECT construction contract, which can only be adjusted by OWNER's prior written approval.

3.2 Fixed Construction Budget does not include the compensation of the CONSULTANT and the CONSULTANT'S subconsultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER.

3.3 Responsibility for Fixed Construction Budget

3.3.1 CONSULTANT is responsible for designing the PROJECT to be constructible within the Fixed Construction Budget. The CONSULTANT will determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the PROJECT with the OWNER's consent, and, with the OWNER's approval, develop bid alternates.

3.3.2 If the Fixed Construction Budget is exceeded by the lowest responsible bid, the OWNER shall either:

- (1) give written approval of an increase in the Fixed Construction Budget;
- (2) authorize rebidding of the PROJECT within a reasonable time;
- (3) abandon the PROJECT; or

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

- (4) cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

In the case of (2) and/or (4), the CONSULTANT, without additional compensation, shall perform those services to produce the Drawings and Specifications as necessary to comply with the Fixed Construction Budget provided that the bidding or rebidding processes occur within six (6) months of the date that the CONSULTANT delivered the final bid documents to OWNER. If the bidding or rebidding processes occur after that six (6) month period, the CONSULTANT is entitled to additional compensation.

3.3.3 Bid Alternates

3.3.3.1 If, under the OWNER's direction, the CONSULTANT prepares the bid documents to include bid alternates as a means to keep the PROJECT cost within the Fixed Construction Budget, the CONSULTANT's compensation will remain the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Fixed Construction Budget, Paragraph 3.3.2 of this AGREEMENT governs. The OWNER's acceptance of the base bid or bid alternates will not change the CONSULTANT's fee amount.

3.3.3.2 If, under the OWNER's direction, the CONSULTANT prepares bid documents that include bid alternates, and OWNER has advised CONSULTANT that such alternates may not be within the Fixed Construction Budget, the CONSULTANT must track the cost of any such alternates. Compensation for the requested bid alternates will be as follows:

(1) If the bid for the alternates requested by OWNER is within the Fixed Construction Budget, there is no change in the fee.

(2) Otherwise, the work to reconfigure the Bid Documents to include the requested bid alternates will be considered Additional Services with compensation to be determined in accordance with Subsection 5.1 of this AGREEMENT.

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

4.1 The CONSULTANT agrees to complete the phases of services in accordance with the approved PROJECT Resource Allocation Plan (RAP), which is Attachment 1 of this AGREEMENT, and the applicable standard of professional care. A specific time period will be set for each phase.

4.2 Supplemental Amendments

4.2.1 Before additional work may be performed or additional costs incurred beyond what is specified in the approved PROJECT RAP, both parties must execute a written Supplemental Amendment. The OWNER is not responsible for actions by the CONSULTANT or any costs incurred by the CONSULTANT relating to additional work prior to the execution of the Supplemental Amendment. Any amendment must be executed within the time period established in the PROJECT RAP.

4.2.1.1 More Time Needed. If the CONSULTANT determines or reasonably anticipates that the PROJECT cannot be completed before the specified completion date, the CONSULTANT shall submit a RAP revision to the OWNER for approval. The OWNER may, at its sole discretion, extend the authorized PROJECT period.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

4.2.1.2 Changes in Scope. Changes that would modify the scope of work authorized for the PROJECT must be established by a Supplemental Amendment. If the change in scope affects the schedule or CONSULTANT's fee for the PROJECT, the CONSULTANT shall prepare a revised PROJECT budget and RAP for the OWNER's approval.

4.2.1.3 Rate Revisions. The City will consider annual revisions to the rates shown in Attachment 2 only if requested by the CONSULTANT and will issue any such approvals as a Supplemental Amendment. However, rate revisions will not be considered until at least one (1) year after the date of this AGREEMENT or any subsequent amendments relating to rate revisions.

4.2.2 The OWNER may ask the CONSULTANT to submit a proposal for additional work that is within the defined scope of work under this AGREEMENT. The amount to be paid for the proposed additional work will be a lump sum for each proposal. The CONSULTANT may, without penalty, elect not to submit a proposal. If both parties agree to the proposal for additional work, the parties must execute a written Supplemental Amendment and revise the RAP.

4.3 If the OWNER sustains actual damages as a result of willful or negligent failure of the CONSULTANT to furnish services in compliance with the approved PROJECT RAP described in this Section 4 and subsequent approved amendments in accordance with Subsection 4.2, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 8, itemized costs of which will be provided to the CONSULTANT by the OWNER. The OWNER agrees to provide the CONSULTANT written notification of such damages as the cost is being incurred.

4.4 The CONSULTANT is not liable or responsible for OWNER delays or suspensions of services. If the CONSULTANT is delayed through no fault of its own, written time extension requests may be submitted to the OWNER for approval. These requests will be reviewed only if submitted to OWNER within (14) calendar days of the occurrence unless force majeure conditions exist.

4.5 If the CONSULTANT fails to meet the approved PROJECT RAP schedule, including subsequently approved amendments, OWNER may elect to invoke remedies outlined in Section 8 of this AGREEMENT.

4.6 Time required by the OWNER to review and return documents to the CONSULTANT following their submittal during and after each phase will be included in the approved PROJECT RAP.

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

5.1.1 The OWNER will compensate the CONSULTANT for the Scope of Services described in the approved PROJECT RAP or as subsequently amended, in accordance with Subsection 5.3, *PAYMENTS TO THE CONSULTANT*, and the other Terms and Conditions of this AGREEMENT, as follows:

5.1.1.1 No advance payment will be paid to the CONSULTANT prior to rendering services.

5.1.1.2 Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the PROJECT RAP.

5.1.1.3 For Basic Services of Subconsultants, a multiple of one and five hundredth (1.05) times the amount billed to the CONSULTANT for such services will be paid.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

5.1.2 The total amount of compensation to be paid the CONSULTANT will not exceed the amount stated in paragraph 5.1.2.1 of the **Supplemental Terms and Conditions of this AGREEMENT** without amendment to this AGREEMENT.

5.1.3 *Compensation for Additional Services*

5.1.3.1 For *PROJECT REPRESENTATION BEYOND BASIC SERVICES* as described in Subparagraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT**, compensation will be made for Additional Services in accordance with the schedule of hourly rates shown in Attachment 2.

5.1.3.2 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The CONSULTANT shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

5.1.3.3 For *ADDITIONAL SERVICES OF SUBCONSULTANTS* a multiple of one and five hundredth (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

5.1.4 *Compensation for Reimbursable Expenses*

5.1.4.1 For *REIMBURSABLE EXPENSES*, as described in Subsection 5.2, a multiple of one and five hundredths (1.05) times the amounts expended by the CONSULTANT, the CONSULTANT'S employees and subconsultants in the interest of the PROJECT will be paid.

5.1.4.2 The OWNER is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. OWNER will furnish CONSULTANT with a Sales Tax Exemption Certification to be issued to suppliers in lieu of tax. If payment of the sales tax is unavoidable in a specific case, the CONSULTANT will be reimbursed by the OWNER for any such costs incurred.

5.1.5 OWNER and the CONSULTANT agree in accordance with the Terms and Conditions of this AGREEMENT that:

5.1.5.1 If OWNER determines the scope of the PROJECT or CONSULTANT's Services are changed materially, compensation will be equitably adjusted through negotiation.

5.1.5.2 If OWNER determines the Services covered by this AGREEMENT have not been completed within the time specified in the PROJECT RAP, through no fault of the CONSULTANT, the amounts of compensation, rates and multiples set forth herein may be adjusted through negotiation.

5.1.6 *Period of Service*

5.1.6.1 This AGREEMENT will remain in force for that period required to complete the PROJECT (including required extensions thereto) unless discontinued by any of the several provisions contained elsewhere in this AGREEMENT. The total period of service is stated in subparagraph 5.1.2.1 of the **Supplemental Terms and Conditions of the AGREEMENT**.

5.1.6.2 CONSULTANT's failure to meet the approved PROJECT RAP may result in the assessment of remedies as described in Section 8 of this AGREEMENT.

5.2 Reimbursable Expenses

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

Reimbursable Expenses are part of Basic Services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees and subconsultants in performing services for the PROJECT for the expenses listed in the following Subsections. CONSULTANT must submit invoices or other similar documentation for Reimbursable Expenses as part of a payment request. The OWNER is a tax exempt entity and will not reimburse the CONSULTANT for any tax expenses. The OWNER will consider exceptions on a case-by-case basis. **Reimbursable Expenses are limited to these specific items:**

5.2.1 By prior written approval of the OWNER, reasonable transportation and living expenses in connection with out-of-town travel.

5.2.1.1 All travel and lodging expenses in connection with the AGREEMENT for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current (at the time the travel occurs) the General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943&noc=T. Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of receipts (e.g. hotel bills, airline tickets).

5.2.1.2 Reimbursement will be made only for expenses actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

5.2.1.3 Mileage charges for rental cars in connection with out-of-town travel may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations. Mileage costs for travel within the Austin metropolitan area are to be included in CONSULTANT's overhead rate and not billed separately as a reimbursable expense.

5.2.2 Fees paid for securing approval of authorities having jurisdiction over the PROJECT.

5.2.3 Reproduction expenses for drawings, specifications and all other documents required for bidding, OWNER submittals, and for file copies of CONSULTANT, Contractor, and OWNER, and other parties approved by the OWNER.

5.2.4 Expense of renderings, models and mock-ups requested by the OWNER.

5.2.5 Expense of reproducing record drawings for the OWNER on sepia, mylars or plastic film.

5.2.6 Reproduction expense for drawings, specifications and any other documentation to be submitted to utility owners and governmental authorities having jurisdiction over the PROJECT. Interim review plots or drawings for CONSULTANT and subconsultants are not reimbursable.

5.3 Payments to the Consultant

5.3.1 *Payments for Basic Services*

5.3.1.1 Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved PROJECT RAP on the basis set forth in Subsections 5.1 and 5.2. CONSULTANT shall submit the application for payment using the form supplied by OWNER.

5.3.2 *Payments for Additional Services*

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

5.3.2.1 Payments for the CONSULTANT'S Additional Services as defined in Subsection 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT** may be made no more often than monthly upon presentation by CONSULTANT of an acceptable statement of Additional Services rendered and/or expenses incurred. Each statement must include the form supplied by the OWNER, copies of supporting invoices, time sheets, and any other evidence of expense as required by the OWNER.

5.3.3 *Payments Withheld*

The OWNER may withhold, amend, or nullify any request for payment by the CONSULTANT under conditions that include those described in Subparagraphs 5.3.3.1 through 5.3.3.7 below .

5.3.3.1 Failure of the CONSULTANT to follow the approved schedule and meet all phase and milestone requirements specified in the PROJECT RAP.

5.3.3.2 OWNER'S receipt of notice that, despite payment to CONSULTANT for services rendered by subconsultants, CONSULTANT has not paid subconsultants for services invoiced to and paid by OWNER within fourteen (14) calendar days of CONSULTANT's receipt of payment from OWNER.

5.3.3.3 Payments for subconsultants' costs when those subconsultants are not included in the approved MBE/WBE compliance plan.

5.3.3.4 Failure of the CONSULTANT to submit timely and complete records of PROJECT conference proceedings as specified in Paragraph 1.1.8.

5.3.3.5 Failure of the CONSULTANT to submit timely and complete weekly reports of its job site observations containing detailed information as specified in Paragraph 1.4.4.5.2 of the **Supplemental Terms and Conditions of this AGREEMENT**.

5.3.3.6 Failure of the CONSULTANT to provide updated record drawings and Contractor's record contract documents to the OWNER within thirty (30) calendar days after Contractor's record contract documents have been provided to the CONSULTANT by the Contractor upon substantial or final completion of the PROJECT.

5.3.3.7 Failure to make timely payment to the City of Austin for taxes.

5.3.4 *Prompt Payments*

The OWNER shall make payment to CONSULTANT of the sum named in a payment application within thirty (30) calendar days after the day on which the OWNER received the mutually acceptable payment application. If the OWNER fails to make such prompt payment, then OWNER will pay CONSULTANT, in addition to the amount owed for the payment application, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to CONSULTANT growing out of such delay in payment.

The OWNER cannot make a partial payment on an invoice in dispute. The CONSULTANT may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. The thirty (30) calendar days restarts after the OWNER receives a corrected payment application.

5.3.5 *Payment for Project Suspension or Termination*

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

5.3.5.1 If the PROJECT is suspended or abandoned in whole or in part for more than three months, the CONSULTANT will be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due. If the PROJECT is resumed after being suspended for more than three months, the CONSULTANT'S compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, OWNER may terminate the AGREEMENT in accordance with Subsection 7.6.

SECTION 6 - INSURANCE REQUIREMENTS

6.1 The CONSULTANT shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT:

6.1.1 Workers' Compensation and Employers' Liability Insurance Coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and (1) minimum policy limits for Employers Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee; or (2) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The CONSULTANT's policy must be issued by an insurer licensed or approved to do business in the State of Texas and include these endorsements in favor of the OWNER:

- (a) Waiver of Subrogation, form WC 420304, or equivalent.
- (b) 30 day Notice of Cancellation, form WC 420601, or equivalent.

6.1.2 Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B unless otherwise stated in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy must contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this AGREEMENT and all contracts relative to this PROJECT.
- (b) Independent Contractors coverage.
- (c) OWNER listed as an additional insured, endorsement CG 2010, or equivalent.
- (d) 30 day Notice of Cancellation in favor of the OWNER, endorsement CG 0205, or equivalent.
- (e) Waiver of Transfer Right of Recovery Against Others in favor of the OWNER, endorsement CG 2404, or equivalent.
- (f) Aggregate limits of insurance per project, endorsement CG 2503, or equivalent.

6.1.3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles (1) with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage; or (2) \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability; or (3) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy shall contain the following endorsements in favor of the OWNER:

- (a) Waiver of Subrogation endorsement TE 2046A, or equivalent.
- (b) 30 day Notice of Cancellation endorsement TE 0202A, or equivalent.
- (c) Additional Insured endorsement TE 9901B, or equivalent.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

6.1.4 CONSULTANT's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the OWNER. The minimum limit is specified in subparagraph 6.1.4.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

6.2 General Requirements

6.2.1 The CONSULTANT must complete and forward the OWNER'S standard certificate of insurance to the OWNER before the AGREEMENT is executed, as verification of coverage required in Paragraphs 6.1.1 through 6.1.4 above. The CONSULTANT shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the OWNER's Capital Contracting Office. Approval of insurance by the OWNER does not relieve or decrease the liability of the CONSULTANT hereunder and must not be construed to be a limitation of liability on the part of the CONSULTANT

6.2.2 Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of this AGREEMENT and the certificate of insurance must state that the coverage is claims made and the retroactive date. The CONSULTANT shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, must have the same retroactive date as the original policy applicable to the PROJECT. The CONSULTANT shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

6.2.3 The CONSULTANT's insurance coverage must be written by companies licensed or approved to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better unless otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**.

6.2.4 All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance will indicate: City of Austin, Capital Contracting Office, P. O. Box 1088, Austin, Texas 78767.

6.2.5 The "other" insurance clause will not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and the CONSULTANT, be considered primary coverage as applicable. In addition, any limitation in paragraph 11.6 below, notwithstanding, when the CONSULTANT names the City as an additional insured party under its general liability policy, the CONSULTANT require that the policy provides any defense provided by the policy.

6.2.6 If insurance policies are not written for amounts specified above, the CONSULTANT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

6.2.7 The OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

6.2.8 The OWNER reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the CONSULTANT.

6.2.9 The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

6.2.10 The CONSULTANT shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

6.2.11 The CONSULTANT shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the AGREEMENT.

6.2.12 If OWNER-owned property is being transported or stored off-site by the CONSULTANT, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

6.2.13 The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONSULTANT.

6.3 CONSULTANT shall determine appropriate types and levels of insurance coverage to be provided by subconsultants and advise the subconsultants of the documentation to be provided to CONSULTANT to verify coverage.

SECTION 7 - TERMINATION OF AGREEMENT

7.1 The rights to terminate this AGREEMENT provided in this Section 7 are in addition to, and cumulative of, all other rights and remedies available to the parties at law or in equity.

7.2 This AGREEMENT may be terminated by the CONSULTANT upon at least seven (7) calendar days written notice should the OWNER substantially fail to perform in accordance with the OWNER's responsibilities through no fault of the CONSULTANT.

7.3 Notice to Cure.

OWNER will provide a Notice to Cure to the CONSULTANT to cure an event of default described in this Section and/or an anticipatory breach of contract. The CONSULTANT must attend a meeting with the OWNER regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the CONSULTANT must prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONSULTANT's report must be delivered to the OWNER at least three (3) business days prior to the required Notice to Cure meeting with the OWNER.

7.4 This AGREEMENT may be terminated by the OWNER upon at least seven (7) calendar days written notice to the CONSULTANT in the event that the PROJECT is abandoned or indefinitely postponed.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

7.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days written notice. In the event OWNER terminates the AGREEMENT for cause, the OWNER may reject any and all proposals submitted by CONSULTANT for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause ("termination for convenience") as set forth in Subsection 7.6 and CONSULTANT's sole remedy for such termination will be limited to the recovery of payments permitted under Subsection 7.6.

The OWNER may terminate for cause due to the occurrence of any one of the following:

7.5.1 If CONSULTANT persistently fails to perform the work in accordance with the AGREEMENT, in particular the approved PROJECT RAP;

7.5.2 If CONSULTANT disregards laws or regulations of any public body having jurisdiction;

7.5.3 If CONSULTANT makes fraudulent statements;

7.5.4 If CONSULTANT fails to make adequate progress and endangers timely and successful completion of the AGREEMENT, which failure includes failure of subconsultants to meet contractual obligations;

7.5.5 CONSULTANT's failure under 7.5.4 includes failure of subconsultants to meet contractual obligations; or

7.5.6 If CONSULTANT otherwise violates in any substantial way any provisions of the AGREEMENT.

7.6 This AGREEMENT may be terminated at the OWNER'S convenience upon seven (7) calendar days written notice; in which event, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection 7.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 11.2.4.

7.7 In the event of termination not the fault of the CONSULTANT, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due without the right to compensation for anticipated profits on services not completed. CONSULTANT will submit to the OWNER, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the CONSULTANT, if applicable, shall be proportional to services performed to the date of termination.

SECTION 8 - OWNER REMEDIES

8.1 The OWNER and CONSULTANT agree that in the event of a delay in completion for which the OWNER suffers actual damages, the OWNER may elect to pursue its actual damages and any other remedy allowed by law. Conditions under which the OWNER may seek other damages include, but are not limited to:

8.1.1 Failure of the CONSULTANT to make adequate progress in accordance with paragraph 7.5.4 above.

8.1.2 Failure of the CONSULTANT to design in compliance with the laws of City, State and federal governments as specified in Paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the CONSULTANT. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added compliance costs.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

8.1.3 Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the CONSULTANT to the extent that the financial losses are greater than the OWNER would have originally paid had there not been defects, errors and omissions in the documents. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added work costs.

8.2 Pursuant to Section 6.1.4, the OWNER may assert a claim against the CONSULTANT's professional liability insurance as appropriate when other remedies are not available or offered for design deficiencies discovered during and after PROJECT construction. When the OWNER incurs non-value added work costs for change orders due to design errors or omissions, the OWNER will send the CONSULTANT a certified cost recovery claim letter that includes

- (1) summary of facts with supporting documentation;
- (2) instruction for CONSULTANT to revise design documents, if appropriate, at CONSULTANT's expense;
- (3) calculation of non-value added work costs incurred by the OWNER; and
- (4) deadline for CONSULTANT's response.

The CONSULTANT will provide a preliminary response to OWNER's cost recovery claim letter within seven (7) calendar days of receipt of the claim letter. The CONSULTANT must submit a formal documented response to the claim letter to the OWNER within fourteen (14) calendar days of the date of the preliminary response. The CONSULTANT will provide the payment requested by OWNER within thirty (30) calendar days of OWNER's acceptance of the CONSULTANT's formal response or the CONSULTANT will request alternative dispute resolution, as described in subsection 10.2 of this AGREEMENT, within fourteen (14) calendar days of OWNER's rejection of the CONSULTANT's formal response.

8.3 The CONSULTANT may be required to revise bid documents and re-advertise the PROJECT at the CONSULTANT's sole cost (including printing) if, in the OWNER's judgment, the CONSULTANT generates excessive addenda, either in terms of the nature of the revisions or the actual number of changes due to the CONSULTANT's errors or omissions.

8.4 Decisions to Withhold Payment

8.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in paragraph 5.3.3 "Payments Withheld".

SECTION 9 - CONSULTANT REMEDIES

9.1 If the CONSULTANT is prevented from completing any part of the PROJECT within the time established in the RAP due to delays beyond the reasonable control of either the OWNER or the CONSULTANT, an extension of the PROJECT schedule in an amount equal to the time lost due to such delay shall be the CONSULTANT's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, will be excused for the period of time necessary to remedy the effect of the precipitating occurrence. In such cases, a conference will be held within three (3) working days of the end of the occurrence to establish a revised schedule in the RAP.

9.2 CONSULTANT's requests for remedies arising from the terms of this AGREEMENT for conditions other than those specified in subsection 9.1 must be done in accordance with the following:

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

9.2.1 Within thirty (30) calendar days after the CONSULTANT could be reasonably expected to know of the occurrence prompting the request for an extension of time, the CONSULTANT must deliver a preliminary written notice to the OWNER describing the general nature of the request. Within thirty (30) calendar days after the preliminary notice, the CONSULTANT must provide the OWNER written supporting documentation stating all known time extensions to which the CONSULTANT is entitled.

9.2.2 Within thirty (30) calendar days of receipt of notice of the amount of the requested remedy with supporting data, OWNER and CONSULTANT will meet to discuss the request, after which an offer of settlement or notification of no settlement offer will be made to CONSULTANT. If CONSULTANT is not satisfied with the proposal presented, CONSULTANT will have thirty (30) calendar days in which to

- (1) submit additional supporting data requested by the OWNER;
- (2) modify the initial request for remedy; or
- (3) request Alternative Dispute Resolution.

SECTION 10 - DISPUTE RESOLUTION

10.1 Filing of Claims

10.1.1 Claims arising from the circumstances identified in this AGREEMENT, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claim covers all known amounts and/or extension of time to which claimant is entitled.

10.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, the OWNER and CONSULTANT shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

10.2 Alternative Dispute Resolution

10.2.1 If a dispute exists concerning a CONSULTANT or OWNER, the parties agree to use the following procedure prior to pursuing any other available remedies.

10.2.2 Negotiating with Previously Uninvolved Personnel

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONSULTANT's organization or any other reason, the CONSULTANT shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

10.3 Mediation

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

10.3.1 If the procedure described in 10.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONSULTANT agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the CONSULTANT's professional discipline, to assist with resolution of the dispute. OWNER and CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this AGREEMENT prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

10.3.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for

- (1) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes;
- (2) a meeting of all parties for the exchange of points of view; and
- (3) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives.

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

10.4 Resolution of Disputes between CONSULTANT and Subconsultant:

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 10.1, 10.2, and 10.3 in the event of a dispute with a subconsultant. The OWNER is not a party to the dispute resolution process between the CONSULTANT and subconsultants. However, if the OWNER is notified of a subconsultant claim, the OWNER will withhold payments to the CONSULTANT in accordance with subparagraph 5.3.3.2 until receiving notification that the claim has been resolved.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 Owner's Right to Audit

11.1.1 "Records" means all records generated by or on behalf of CONSULTANT and each subconsultant, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Agreement, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files;
- .4 correspondence;
- .5 supplemental amendments to this AGREEMENT (as appropriate);
- .6 agreements between CONSULTANT and any subconsultant;
- .7 records necessary to evaluate contract compliance and any claim submitted by CONSULTANT or any of its subconsultants;
- .8 any other CONSULTANT record that may substantiate any charge related to this Agreement;
and
- .9 technical work products in accordance with the approved PROJECT RAP.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

11.1.2 CONSULTANT shall allow OWNER's agent or its authorized representative to inspect, audit, and/or reproduce all Records generated by or on behalf of CONSULTANT and each subconsultant, upon OWNER's written request. Further, CONSULTANT shall allow OWNER's agent or authorized representative to interview any of CONSULTANT's employees, all subconsultants, and all their respective employees.

11.1.3 CONSULTANT shall retain all its Records, and require all its subconsultants to retain their respective Records, during this Agreement and for the longest of these specified periods: (i) three (3) years after final payment, (ii) until all audit and litigation matters that OWNER has brought to the attention of CONSULTANT are resolved, or (iii) longer if required by law. OWNER's right to inspect, audit, or reproduce Records (at no cost to OWNER), or interview employees of CONSULTANT or its respective subconsultants exists for the same period described in the preceding sentence.

11.1.4 CONSULTANT must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, and/or reproduce Records, and to interview any person about the Records.

11.1.5 CONSULTANT shall insert these requirements in each written agreement between CONSULTANT and any subconsultant and require each subconsultant to comply with these provisions.

11.2 Ownership and Use of Documents

11.2.1 All PROJECT Drawings and Specifications produced by the CONSULTANT under this AGREEMENT are the property of the OWNER. The CONSULTANT shall also provide the OWNER high quality mylar and digital computer copies on CD or other OWNER-approved media of updated drawings and reproducible copies of specifications as specified in paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**. The cost of such copies will be paid as specified in Section 5 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the work products covered by this subsection 11.2 without the express prior written approval of the OWNER.

11.2.2 The CONSULTANT agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this AGREEMENT, and which is/are to be paid for by the OWNER, is/are subject to the rights of the OWNER in effect on the date of this AGREEMENT. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The CONSULTANT shall not copyright or otherwise claim ownership of the work products covered by this subsection 11.2. The CONSULTANT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this subsection 11.2.

11.2.3 All such items furnished by the CONSULTANT pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the CONSULTANT does not represent such items to be suitable for reuse on any other project or for any other purpose(s). If the OWNER reuses such items without the CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the CONSULTANT.

11.2.4 Should the CONSULTANT be terminated under this AGREEMENT, the OWNER may continue the PROJECT and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the OWNER, as specified in 1.4.2 or 1.4.5 of the **Supplemental Terms and Conditions of this AGREEMENT** (depending on the PROJECT's status at time of termination). The OWNER may have these documents completed, corrected, revised or added to by another design professional in accordance with Title 22, Chapter 137.33(i) of the Texas Administrative Code.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

11.2.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

11.3 Venue

11.3.1 In the event of any suit at law or in equity involving the AGREEMENT, venue will be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of this AGREEMENT.

11.4 Definitions

11.4.1 Terms in this AGREEMENT will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at <http://www.ci.austin.tx.us/purchase/downloads/ifb0100.pdf> and <http://www.ci.austin.tx.us/aeservices/toc.htm> respectively.

11.5 Severability

11.5.1 If any word, phrase, clause, sentence or provisions of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding only effects such word, phrase, clause, sentence or provision, and such finding does not effect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

11.6 Indemnification

11.6.1 Indemnification. To the extent allowed by Section 271.904 of the Texas Local Government Code, the Consultant shall indemnify, protect, and save harmless the City and its officials, agents, and employees from and against all claims, demands, suits, causes of action, loss, damage, attorney's fees, costs, expenses, and liability of every kind and nature whatsoever, for personal injury or death or property damage to the extent that such injury, death or damage is caused by, results from, or arises in whole or in part from any negligent act, error or omission of the Consultant or any of its subconsultants or any other party for whom Consultant is responsible in connection with the performance of its services or failure to perform its services in conformance with the terms and conditions of this Agreement; provided, however, Consultant shall not be responsible for the negligence of any other parties.

THIS INDEMNITY SHALL BE BROADLY CONSTRUED TO APPLY TO ALL LIABILITY ATTRIBUTED TO THE CONCURRENT AND SOLE NEGLIGENCE OF CONSULTANT, INCLUDING GROSS NEGLIGENCE, WILFULL MISCONDUCT, AND STRICT LIAIBILITY, AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11.7 Notices

11.7.1 Any and all notices under this AGREEMENT must be in writing and shall be delivered to the party entitled to receive the same by hand or U.S. Certified Mail, return receipt requested, addressed as specified in subparagraph 11.7.1.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

11.7.2 Mailed notice will be deemed effective three (3) business days after such notice is mailed by Certified Mail with return receipt requested. Hand delivered notice will be effective when received and acknowledged by signed receipt.

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS OF THE AGREEMENT**

11.8 Successors and Assigns

11.8.1 The OWNER and the CONSULTANT bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to all covenants of this AGREEMENT. Neither the CONSULTANT nor the OWNER may assign, sublet or transfer any interest in this AGREEMENT without the prior written consent of the other party.

11.9 Extent of Agreement

11.9.1 This AGREEMENT represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by authorized representatives of both OWNER and CONSULTANT.

END

ATTACHMENT 3

QUALITY CONTROL PLAN (QCP)

Definitions

Quality Assurance

A comprehensive program that verifies a facility, structure, system or component will perform satisfactorily and safely in service. A recognized benchmark for quality assurance programs is ISO 9000/9001.

Quality Control

The process of identifying and applying appropriate technical and professional standards when producing project design documents that meet or exceed the user's requirements.

Constructability

A review process using experienced personnel with extensive construction knowledge early and throughout the design phase to ensure projects are buildable, practical, and consistent with current construction practices while also being cost effective, biddable, and maintainable.

Due Date:

The Consultant must submit the QCP plan for the Owner's approval within fourteen (14) calendar days following the Owner's issuance a Notice to Proceed to the Consultant.

Required Elements of QCP Plan (Sec. 1.3 of PSA)

| Management Philosophy | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p><i>The QCP specifies how the organization's technical management philosophy supports its commitment to quality</i></p> <p><i><u>Needed:</u> Certification by consultant firm's Board of Directors, president, owner, managing partner, or other executive-level staff that, to ensure quality of design products:</i></p> <ul style="list-style-type: none"><i>(a) firm is committing adequate manpower and resources</i><i>(b) Project Design Team (PDT) is accountable to Independent Technical Review Team (ITRT)</i><i>(c) Management and the PDT will emphasize quality control during the production of design documents</i><i>(d) Management and the PDT will establish internal quality checks and reviews</i><i>(e) Management and the PDT will assess independent quality control's contribution to the quality of design documents</i> |

| Management / Organization Structure | |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | <p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> • who manages the Independent Technical Review Team (ITRT) (internal or external to the design consulting firm) • if the ITRT is internal to the design consulting firm, that the ITRT is independent of the Project Design Team (PDT) • the ITRT reports to a management level the same or higher than the PDT • interrelationships of management, PDT, and ITRT (including all consultants) <p><u>Needed:</u></p> <p>(a) <i>An organization chart depicting the relationships of all parties noted above, identifying them by name and describing each person's responsibilities on the design project</i></p> <p>(b) <i>Resumes for members of the ITRT</i></p> |
| Quality Control Procedures | |
| 3 | <p><i>The QCP specifies</i></p> <ul style="list-style-type: none"> • management and control of design and QCP documents <p><u>Needed:</u></p> <p>(a) <i>Statement that access to design and QCP documents will be controlled</i></p> <p>(b) <i>Procedures are defined to identify and track versions of documents</i></p> <p>(c) <i>Document control plan</i></p> <p>(d) <i>Also refer to "Documentation" section below</i></p> |
| 4 | <ul style="list-style-type: none"> • internal and external communications, including an Issue Follow-Up Plan <p><u>Needed:</u></p> <p>(a) <i>description of management of QCP communications with all parties</i></p> <p>(b) <i>Issue Follow-Up Plan to track problems identified and their resolution</i></p> |
| 5 | <ul style="list-style-type: none"> • design coordination <p><u>Needed:</u> <i>Procedure must describe:</i></p> <p>(a) <i>relationships, accountability, authority, and responsibilities within the Project Design Team</i></p> <p>(b) <i>efforts to achieve interdisciplinary coordination</i></p> |
| 6 | <ul style="list-style-type: none"> • design checks and reviews, specifically addressing: <ul style="list-style-type: none"> ▪ correct application of methods ▪ validity of data and assumptions ▪ accuracy of calculations |

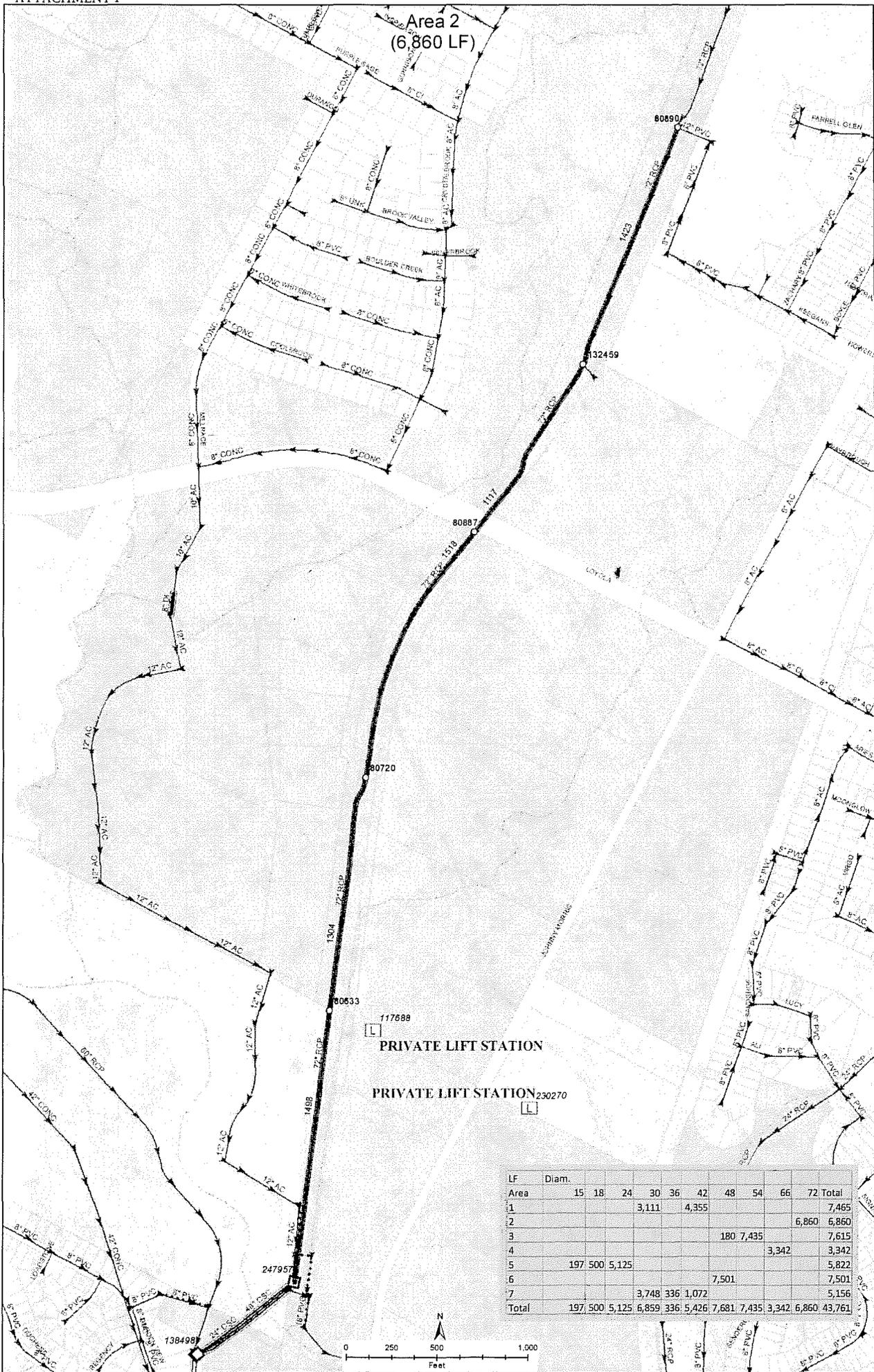
| | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"> ▪ complete documentation ▪ testing, modeling, assumptions, calculations, text & graphical presentations in all documents ▪ special project components ▪ compliance with all applicable guidance, standards, regulations, codes & laws ▪ ensuring project is biddable, constructible and operable as well as environmentally compliant <p><u>Needed:</u></p> <p>(a) types, intervals and frequency of reviews</p> <p>(b) identification of applicable guidance, standards, codes, specifications and laws</p> <p>(c) methodology for addressing constructability</p> <p>(d) description of testing, modeling, development of assumptions, calculations, and presentation methods in design documents to meet design criteria and standards of professional practice</p> <p>(e) methodology for identifying and addressing all appropriate environmental requirements</p> |
| 7 | <ul style="list-style-type: none"> • independent technical reviews, specifically ensuring: <ul style="list-style-type: none"> ▪ seniority and technical qualifications of Independent Technical Review Team (ITRT) members and their separation from the Project Design Team (PDT) ▪ concepts, assumptions and procedural details are accurate, appropriate and fully coordinated ▪ examination of appropriate alternatives ▪ definition and scoping of problems, issues and opportunities ▪ validity of analytical methods ▪ results and recommendations are reasonable, comply with all requirements, and are supported by the documents ▪ any deviations from policy, guidelines or standards have been identified and approved by the appropriate parties ▪ design documents result in project that is biddable, constructible, operable, environmentally sound, and cost-effective ▪ design products meet City's needs <p><u>Needed:</u></p> <p>(a) Description of how the Independent Technical Review Team (ITRT) will validate the quality of the Project Design Team's (PDT) products prior to submission to the PM</p> <p>(b) Identification of any design components that will require special quality reviews</p> <p>(c) checklists for review of each design element</p> |
| 8 | <ul style="list-style-type: none"> • managerial plan to maintain continuity of QCP effort <p><u>Needed:</u></p> <p>(a) description of how management will maintain required level of effort and quality</p> |

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p><i>resources</i></p> <p><i>(b) contingency plan for replacement of key PDT and/or ITRT staff</i></p> |
| Documentation | |
| 9 | <p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> • records control plan for all internal review documents, associated comments and responses, describing that: <ul style="list-style-type: none"> ▪ all documents retained in consultant's files ▪ files are auditable and available to the City upon request ▪ files are identified by document type and compiled according to a file index system <p><i>Needed: Details on all items listed above</i></p> |
| 10 | <ul style="list-style-type: none"> • upon project completion, the consultant will certify compliance with the QCP <p><i>Needed: Consultant submits draft Consultant Statement of Technical Review</i></p> <p><i>(a) verifying compliance with the QCP and</i></p> <p><i>b) agreeing to identify and assess issues that arise during later project phases with respect to the QCP</i></p> <p><i>The Statement must be signed by the Project Design Team (PDT), the Independent Technical Review Team (ITRT), and the Principal (or other executive-level official) of the consultant. The consultant will provide the City all Issues analyses from later phases</i></p> |
| Schedule | |
| 11 | <p><i>The QCP specifies that:</i></p> <ul style="list-style-type: none"> • a design schedule showing the sequence of tasks to be completed within the time period specified by the City; must include <ul style="list-style-type: none"> ▪ design submittal dates to City ▪ project design team (PDT) reviews ▪ Independent Technical Review Team (ITRT) reviews ▪ time for revisions prior to submittals to City ▪ time for City review of submittals • how all QCP measures will be tracked to avoid project delays <p><i>Needed: Items as described above</i></p> |

Area 1
(7,465 LF)



| LF | Diam. | | | | | | | | | | Total |
|--------------|------------|------------|--------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Area | 15 | 18 | 24 | 30 | 36 | 42 | 48 | 54 | 66 | 72 | Total |
| 1 | | | | 3,111 | 4,355 | | | | | | 7,465 |
| 2 | | | | | | | | | | 6,860 | 6,860 |
| 3 | | | | | | 180 | 7,435 | | | | 7,615 |
| 4 | | | | | | | | 3,342 | | | 3,342 |
| 5 | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | 7,501 | | | | | 7,501 |
| 7 | | | 3,748 | 336 | 1,072 | | | | | | 5,156 |
| Total | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |

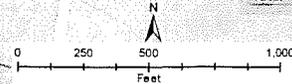


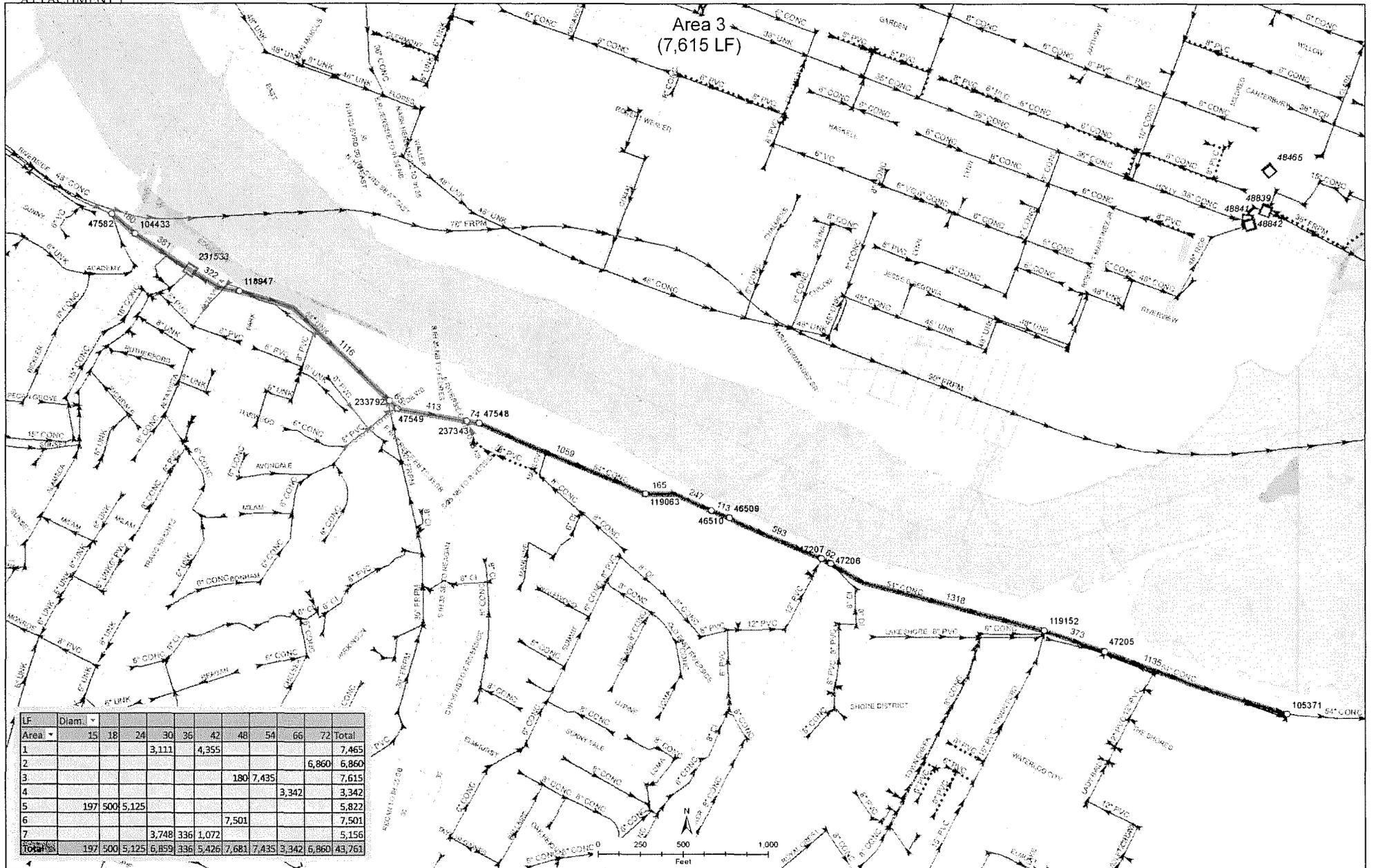
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(6 860 LF)

PRIVATE LIFT STATION

PRIVATE LIFT STATION₂₃₀₂₇₀

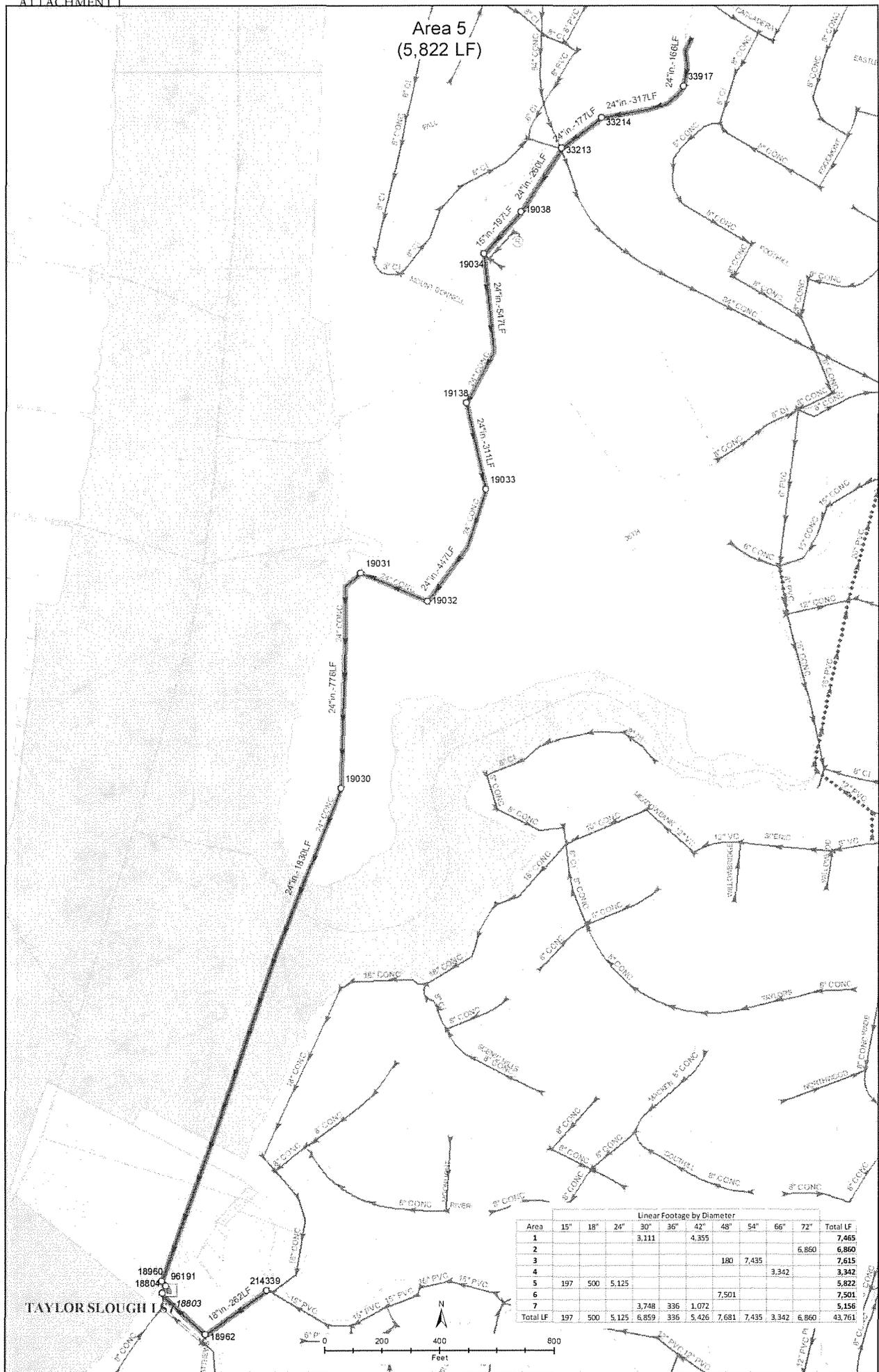
| LF | Diam. | 15 | 18 | 24 | 30 | 36 | 42 | 48 | 54 | 66 | 72 | Total |
|-------|-------|-----|-----|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 1 | | | | 3,111 | | 4,355 | | | | | | 7,465 |
| 2 | | | | | | | | | | 6,860 | | 6,860 |
| 3 | | | | | | | 180 | 7,435 | | | | 7,615 |
| 4 | | | | | | | | | | 3,342 | | 3,342 |
| 5 | | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | | 7,501 | | | | | 7,501 |
| 7 | | | | | 3,748 | 336 | 1,072 | | | | | 5,156 |
| Total | | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |





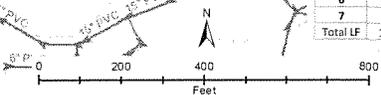
| LF | Diam. | | | | | | | | | | Total |
|--------------|------------|------------|--------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Area | 15 | 18 | 24 | 30 | 36 | 42 | 48 | 54 | 66 | 72 | |
| 1 | | | | | | | | | | | 7,465 |
| 2 | | | | 3,111 | 4,355 | | | | | | 6,860 |
| 3 | | | | | | 180 | 7,435 | | | | 7,615 |
| 4 | | | | | | | | 3,342 | | | 3,342 |
| 5 | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | 7,501 | | | | | 7,501 |
| 7 | | | | 3,748 | 336 | 1,072 | | | | | 5,156 |
| Total | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |

Area 5
(5,822 LF)

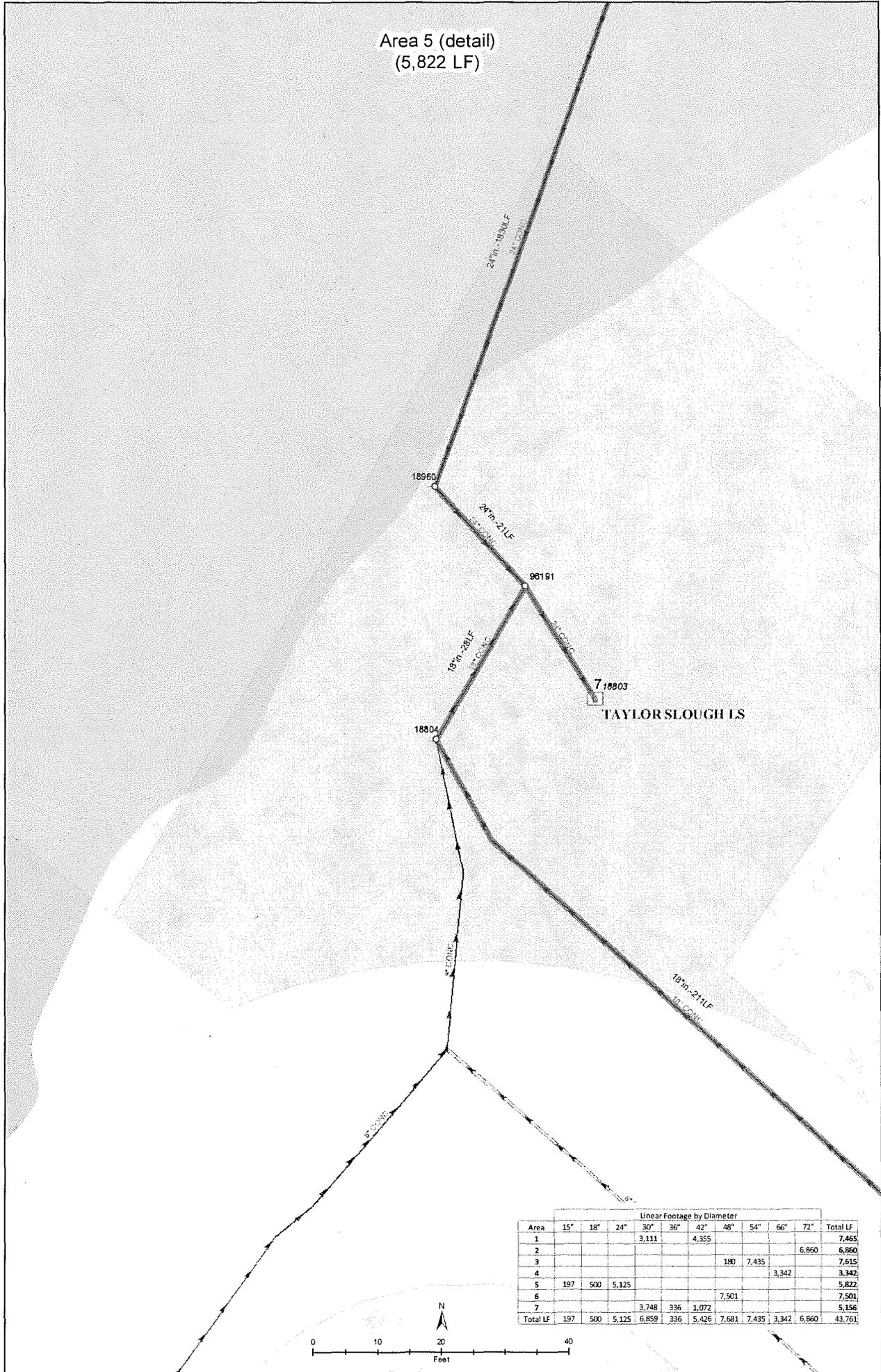


| Area | Linear Footage by Diameter | | | | | | | | | | Total LF |
|-----------------|----------------------------|------------|--------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|---------------|
| | 15" | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 66" | 72" | |
| 1 | | | | | | | | | | | 7,465 |
| 2 | | | | 3,111 | | 4,355 | | | | 6,860 | 6,860 |
| 3 | | | | | | | 180 | 7,435 | | | 7,615 |
| 4 | | | | | | | | | 3,342 | | 3,342 |
| 5 | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | | 7,501 | | | | 7,501 |
| 7 | | | | | 3,748 | 336 | 1,072 | | | | 5,156 |
| Total LF | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |

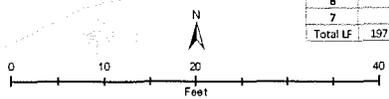
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Area 5 (detail)
(5,822 LF)



| Area | Linear Footage by Diameter | | | | | | | | | | Total LF |
|-----------------|----------------------------|-----|-------|-------|-----|-------|-------|-------|-------|-------|----------|
| | 15" | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 60" | 72" | |
| 1 | | | | 3,111 | | 4,355 | | | | | 7,465 |
| 2 | | | | | | | | | 6,860 | | 6,860 |
| 3 | | | | | | | 180 | 7,435 | | | 7,615 |
| 4 | | | | | | | | | 3,342 | | 3,342 |
| 5 | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | 3,748 | 336 | 1,072 | 7,501 | | | | 7,501 |
| 7 | | | | | | | | | | | 5,156 |
| Total LF | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |



Area 6
(7,501 LF)



| LF | Diam. | 15 | 18 | 24 | 30 | 36 | 42 | 48 | 54 | 66 | 72 | Total |
|--------------|-------|------------|------------|--------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Area | | | | | | | | | | | | |
| 1 | | | | 3,111 | 4,355 | | | | | | | 7,465 |
| 2 | | | | | | | | | | 6,860 | | 6,860 |
| 3 | | | | | | | 180 | 7,435 | | | | 7,615 |
| 4 | | | | | | | | | | 3,342 | | 3,342 |
| 5 | | 197 | 500 | 5,125 | | | | | | | | 5,822 |
| 6 | | | | | | | | 7,501 | | | | 7,501 |
| 7 | | | | | 3,748 | 336 | 1,072 | | | | | 5,156 |
| Total | | 197 | 500 | 5,125 | 6,859 | 336 | 5,426 | 7,681 | 7,435 | 3,342 | 6,860 | 43,761 |



